

THE North-China Herald AND SUPREME COURT & CONSULAR GAZETTE.

VOL. X., No. 312.

SHANGHAI, APRIL 26, 1873.

PRICE, Tls. 12 ½ AN.

NOTICE.

THE Interest and Responsibility of the late Mr. RUDOLPH BOURJAU, in our Firm, ceased with his death on the 14th February.

BOURJAU & Co.,
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9jy 25

NOTICE.

THE Interest and Responsibility of Mr. H. H. WARDEN and Mr. DAVID KING, JR., in our Firm, ceased on the 31st December last.

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30ju 4

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o-a-f 19no-73 63 November 20th, 1872.

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11de-73 67 December 12th, 1872.

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6th March, 1873.



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6th March, 1873.

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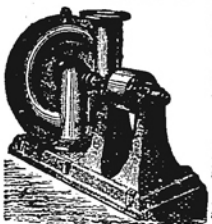
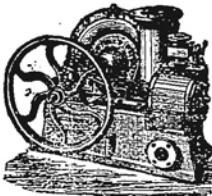
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*. Catalogues, and Estimates will be forwarded on application to their Offices.

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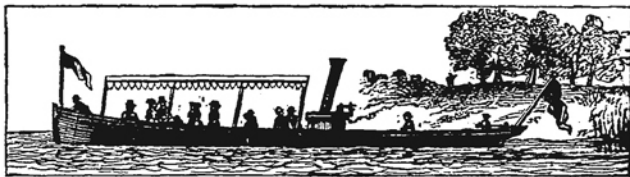
o-a-f 6no 61

Nov. 7th, 1872.

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MACHINERY SUPPLIED FOR BOATS BUILT ABROAD.

YARROW & HEDLEY,

ENGINEERS AND BUILDERS,

ISLE OF DOGS, POPLAR, LONDON.

Prospectuses can be obtained at the office of this Journal.

o-a-f 9-ap73 21

April 10th, 1872.

THE North-China Herald AND SUPREME COURT & CONSULAR GAZETTE.

VOL. X., No. 312.

SHANGHAI, APRIL 26, 1873.

PRICE, Tls. 12 ½ AN.

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NOTIFICATION.

No. 9 of 1873.

MR. J. G. MURRAY will officiate as
H. M.'s VICE-CONSUL, until further
notice.

W. H. MEDHURST,
H.B.M.'s Consul.

H. B. M.'s CONSULATE,
Shanghai, 22nd April, 1873. 29ap 1250

Miscellaneous Intelligence.

LATEST MAIL DATES.

England	Mar. 8	Hankow, ...	Apr. 21
San Francisco, ...	Feb. 28	Yokohama, ...	" 11
Hongkong, ...	Apr. 9	Nagasaki	" 17
Tientsin, ...	" 15	Foochow, ...	" 19

Latest Mail dates in England, from China.
Hongkong, ...

Shanghai, ...

Received Mar. 3rd.

BIRTHS.

At Chefoo, on the 17th inst., the wife of
W. A. CORNABE, Esq., of a son.
April 4th, 1873, at H. B. M.'s Legation,
Yokohama, LADY PARKES, of a daughter.

MARRIAGE.

At the Residence of the Bride's parents,
Chefoo, April 9th, CHARLES BERWICK QUELCH,
of Swatow, third son of John George Quelch,
Esq., of Bowburn, near Durham, to EMMA,
eldest daughter of Captain H. Ramsey, late of
South Shields.

PASSENGERS.

ARRIVED.—Per *Hirado*, from Hankow—
Bishop Williams, and Mr. and Mrs. Startsoff.
Per mail str. *Avoca*, from Southampton—Mrs.
Wilson and child, and Mr. Stein. From
Brindisi—Mr. Clark. From Hongkong—Miss
Dumont, Mrs. Andrews, child and servant,
Messrs. Leycester, Marques, J. Lothian,
Vickers, Walker and 144 Chinese. Per F. M.
str. *Golden Age*, from Japan—Mr. and Mrs.
O. Baker and servant, Messrs. A. S. Fobes
and servant, J. H. Cunningham, R. Hughes,
M. R. Mackellar and D. D. Inglis. Per *Sin*
Nanxing, from Tientsin—Mr. and Mrs. Giles,
and Mr. R. H. Boyce. Per *Drummond Castle*,
from London—Messrs. St. George and Beau-
champ. Per *Dragon*, from Foochow—Messrs.
D. M. Henderson, W. Hulse, A. W. G. Rus-
den and 39 Chinese. Per *Yangtze*, from
Hongkong—Mrs. and Miss Martin, and 4
children. Per *Glengyle*, from Hankow—Mr.
Vogel. Per *Precursor*, from Gibraltar—Capt.
Hoole. Per *Canton*, from London—Mrs.
Spencer and Mr. Möller. From Hongkong—
Messrs. Buchheister, Spencer and Song.

DEPARTED.—Per *Sin Nanxing*, for Chefoo—
Mr. and Mrs. Swinhoe, and Baron von Holl-
chen. For Tientsin—Mr. Hogelstange. Per
str. *Hector*, for Hongkong—Lieut.-Commander
A. W. Whish, Messrs. F. J. A. Waring,
Alfred Lawton, J. F. Lairs, J. F. Richardson
and 30 men belonging to H. M. gun-boat
Leven, Messrs. J. St. V. Welch and James
Pill. For London—Mr. Thomas Smith. Per
Szechuen, for Tientsin—The Hon. J. H. Fer-
guson, Netherlands Minister and his Secretary
Per *Chusan*, for Ningpo—Mr. R. S. Gundry.
Per P. M. S. *Golden Age*, for Nagasaki—
Messrs. D. D. Inglis, C. Bergfuss, J. Anderson.
For Higo—Mr. and Mrs. J. T. Brand, Mrs.
Ernest Wetton. For Yokohama—Mr. and
Mrs. Baker, R. S. Schwalter, Mr. and Mrs. A.
D. Startsoff, Messrs. Wm. Kaye, J. Dodds.
For New York—Messrs. C. H. Leycester, J.
Alabar, H. H. Beauchamp. For Liverpool—
Mr. T. C. Skeggs.

LEAVING.—Per French mail str. *Amazon*,
for Marseilles—Mrs. Frothingham and child,
Messrs. R. Hughes and child, J. Neustadt,
H. Winniberg, J. Kosminsky and V. Sibilli.
For Hongkong—Mr. and Mrs. Geary, Miss
E. Dumon and Mr. H. W. Davis.

THE publication of the *North-China Herald*
and *Supreme Court & Consular Gazette*
commenced at 4.30 P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, APRIL 26, 1873.

Most of our readers recollect that
amusing story by Hans Christian An-
dersen about the King, the Courtiers,
and the Magical Robe. A whole bevy

of flatterers resolved to induce a cer-
tain potentate to believe that he was
arrayed in a sumptuous garment of
state, whereas he was as naked as when
he was born. It seemed at first sight
a hard task, but by perseveringly as-
serting that the robe was rich and
rare, and going through all the forms
of putting it on, and taking it off, and
packing it up, and folding it, &c., a large
number of persons were induced to ac-
quiesce in the imposition until at
length a little child, if we recollect
aright, blurted out the awkward fact
that His Majesty had nothing on. The
satire is of universal application, but it
seems to us specially significant when
we read reports like those translated in
the latest instalment of the *Peking*
Gazettes. The Education Myth in
China was never exposed more thor-
oughly. And the thanks of all lovers
of truth are due to the candid Wang
Yung-keih for his interesting memorial.
It seems that the theory of Chinese
Government implies the education of
the members of the Imperial Family
at special schools appointed for the
purpose. The idea is excellent, as of
course the relatives of the Emperor are
very numerous, and a classical education
of the highest and most sublimely use-
less kind would be the only thing to
suit these august personages. But it
seems the poor fellows do not get even
this. There is all the apparatus of
Teaching, but nothing is taught. The
school is divided into two wings, Right and
Left, and four officials are appointed as
teachers in each, and there are two over-
seers with eight assistants and a Prince
of the Imperial Family is General Su-
perintendent, and graduates of the high-
est rank, members of the Hanlin,
"manage and examine the schools with
undivided attention." At least there
is no doubt that they would do so if
there were an adequate number of
scholars to repay their care. But mat-
ters seem very much in the state they
were in England before the establish-
ment of the Royal Commission. Twenty
scholars were once reported to have
dozed over their tasks in this Imperial

Academy, but they became daily fewer and fewer, and at last the Room resembled a wilderness without a pupil in it. Still the Skeleton Board of masters and examiners is kept up, and though the face of a pupil is rarely seen, there are themes duly given out, and no doubt salaries are drawn by all the professors of the great and glorious art of how *not* to do it. The excuse for all this is odd though simple. The pupils expect payments of food or allowances, if they go to school, and as these are not forthcoming they grow negligent in their attendance, and at last give up going altogether. There is the key to the failure of the system. The education has no special utility in itself. It does not fit a boy for making his way in the world. If it were a practical education, a keen and money-loving people like the Chinese would at once seek the school, and would be glad to pay money for acquiring knowledge that would in a few years have a market value. We see this proved by the fact that instruction is eagerly sought at schools kept by foreigners, and school fees cheerfully paid to masters who teach something worth learning, but even at Peking, that sanctuary of tradition and old world lore, a weary feeling seems to creep over the minds of the youthful members of the Imperial Family, that the game is not worth the candle. If boys can be given a maintenance in exchange for attendance at School, they will make an effort and submit to the pedantic drudgery, but if the only reward is to be literary distinction, then the result is different. The sterile honours of literary rank seem too dearly purchased by years of devotion to Confucius and the commentators. The picture is not encouraging or pleasant, but it reminds us too vividly of Mr. Hart's celebrated University for us to seize the opportunity for a glorification of Western modes of Education, in the Far East.

Summary of News.

The English mail of March 7th arrived on the 19th per P. & O. S. *Avoca*.

The French mail leaves to-morrow per M. M. str. *Amazon*.

An American mail left this morning, by the P. M. S. *Golden Age*.

The following Reuter's telegrams have been received during the fortnight.

It is rumoured that Sir Samuel and Lady Baker have been murdered. The rumour is unconfirmed.

It is stated that the Rev. John Shaw Burdon, Missionary of Peking, is proposed as Bishop of Victoria, Hongkong.

The verdict on the loss of the *Atlantic*,

declares the Coals dangerously insufficient, and the management glaringly defective. The Captain's certificate is suspended for two years.

The French Atlantic Cable is broken.

The *Powan*, for Hongkong, has been towed into Aden disabled by loss of screw.

Next week will as usual be a partial holiday, Monday, Tuesday and Wednesday being devoted to the Spring Race Meeting.

We are informed that a telegram has been received announcing the arrival of the new P. & O. steamer *Venetia* at Hongkong at 7 a.m. yesterday. The *Venetia* left London on 16th March, so she has made the passage to Hongkong in about 39½ days, including stoppages, being the fastest run on record. We understand that the *Venetia* is going on to Hankow, and will load with the new Teas.

The first annual general meeting of shareholders in the Shanghai and Pootung Foundry and Engineering Co. was held on the 24th. The report and accounts for the past year, showing a credit balance of Tls. 720 on working account, were passed. Messrs. Nissen, Hennequin, Low and Barnes were elected directors, and Messrs. Banyard and Morel auditors, for the ensuing year.

The annual meeting of the Shanghai Gas Company was held yesterday, when the Report and Accounts, showing a net profit of Tls. 27,007.77 for the year, apportioned to the payment of two semi-annual dividends of 6 per cent and the placing of Tls. 9,007.77 to reserve and depreciation fund, were passed. The following gentlemen were elected Directors for the ensuing year: Sir E. Hornby, Messrs. J. T. Brand, F. B. Forbes, E. J. Hogg, and J. G. Pardon, with power to add one to their number. Mr. O. Brandt was reappointed auditor. A difficulty was experienced in getting the number of shares represented at the meeting requisite to form a quorum, and a desire was expressed that the holders would more generally avail of the annual opportunity given them of showing their interest in the Company. Happy, however, the country that hath no annals—and the Company whose dividends give no concern.

An important case, "*Milsom and Tod v. the Comptoir d'Escompte*," has been tried before the French Consular Court. *Milsom and Tod* have been in the habit of shipping silk to the consignment of *Milsom Poy and Berry* of Lyons, drawing against the latter firm. They shipped 25 bales on the 3rd April as usual, drawing against it for Tls. 10,000, which the Bank placed to their credit. On the 4th they gave the Chinese merchant from whom they had bought the silk a cheque on the Comptoir in payment. But the Bank had that morning received a telegram announcing the failure of *Milsom Poy and Berry* at Lyons, and declined to cash it, retaining the cash in their hands as security against *Milsom and Tod's* running bills on *Milsom Poy and Berry*. *Milsom and Tod* entered an action against the Comptoir to compel them to release their funds, and claimed Tls. 5000 damages for the injury to their credit. A report of the hearing will be found elsewhere. It was

announced that judgment would be given to-day, but a compromise having since been come to between the parties, the case has been withdrawn.

We publish to-day the judgments of the Mixed Court in the case *Tate and Hawes v. Chunkee*, details of which were reported in the *N.-C. Herald* of the 6th and 13th March. It will be seen that the Taotai, backed by the opinion of the Tea Guild, upholds the Mixed Court Magistrate's decision in favour of Chunkee. H. B. M. Consul upholds the British Assessor's view in favour of *Tate and Hawes*. The case will therefore, we presume, be referred to Peking.

A curious case has come before the English Police Court, in the shape of a charge against three men for travelling in the interior without a passport. This, however, was only the ostensible charge. A mysterious rumour lies at the back, of their having been engaged, together with several others, by a Chinaman named Wang, to aid in a scheme of rebellion, which their arrest has exploded. Some particulars are given in our leading columns.

At the Mixed Court a Chinese grog-shop keeper in Hongkew has received 200 blows and a month's cangue for a combination of offences arising out of the following circumstances: Several sailors had been gone into his place and incurred a score of \$2, which they paid. They had no sooner got outside, however, than the shopkeeper rushed after them, and holding out a copper dollar, said they had given it him and must change it for a good one. As the sailors had only just received their wages from their captain, and believed they had been paid in good coin, they indignantly repelled the claim. A row ensued, in which a lot of Chinese roughs gave one of the sailors a severe handling, in spite of the efforts of a constable to extricate him and seize the Chinese ringleaders. Fortunately a foreign gentleman passing was witness of the occurrence, and, allying himself to the constituted authority, "went for that heathen Chinese." With this timely assistance the tide of battle was turned, but not without a stout fight on the part of the celestials. The magistrate viewed the affair as a peculiarly dastardly attempt at a squeeze, on the part of the prisoner, aggravated by the subsequent breach of the peace, and inflicted the severe punishment stated above; at the same time complimenting the foreign gentleman who had come to the aid of the Police, on the gallantry he had displayed.

The Club Concordia Amateurs gave a very successful performance on Thursday night. The piece was of a unique character, being a comedy entitled *The Monks*, which gave opportunity for some striking situations and was well put on and acted.

The Racket Handicap has ended in favour of FitzGerald, who won his fourth heat, with an allowance of 7 aces from Hyslop, on Monday last. A full table of scores will be found elsewhere.

The Shanghai Yacht Club held another Regatta on the 22nd instant. Three events were announced—a yacht race, a ship's boat race and a houseboat race; but the latter did not fill. The yacht race, which involved numerous accidents, was given in

favour of the *Gracie*; the ship's boat race was won by the *Snipe*. There was also a sampan race which gave much amusement.

An alarm of fire was given shortly after three o'clock on Saturday morning last, from Hongkew, where it had broken out in a house occupied by Mr. Harper and his family, No. 4 Nanzing Road. Mr. Harper's attention seems to have been attracted by the barking of his dog; and proceeding to investigate the cause of the animal's disquiet, he found that, from some cause at present unknown, fire had broken out in a coal and wood closet under the staircase, thence finding its way under the ceiling of a sitting room, through which it burnt to the floor. Mr. Harper immediately brought into use an extingisher he had on the premises, but failed to reach all the fire, which as the house was well seasoned and rather combustible, spread rapidly. A few immediate neighbours lent their assistance in this first effort to put out the fire, and in removing the furniture from the lower rooms; and meanwhile an alarm was given at the Police Station, and communicated by telegraph to the Central Station. No. 2 Hongkew engine got first to work, and secured a supply of water from a branch of the creek which runs in a *cul de sac* close by, but the house being already ablaze nothing could be done to save it, and its position secured the neighboring dwellings against contact. The engines from the Shanghai side were all out, with a full complement of firemen, and the Victoria got into play from the river, but some of the others were not called into requisition. We understand that the loss is covered by insurance.

The Annual General Meeting of Shanghai Ratepayers is announced for the 12th proximo.

The Hon. J. H. Ferguson, Chargé d'Affaires for the Netherlands, has left to join the Diplomatic circle at Peking.

The election of four French Municipal Councillors, in the stead of Messrs. Morel, Maignan, Forbes and Stoddard, is announced for the 11th and 12th proximo.

We mentioned last week that the S. S. N. Co.'s str. *Fychow* had run aground on a mud flat, about 26 miles above Woon-sung. She has since got safely off, without damage.

The str. *Precursor* destined, we understand, for the C. M. S. N. Co., arrived on Thursday from London, having been 98 days from port to port, 23 of which were passed in Gibraltar, for reasons which have already been made public. She brings no cargo except coal, and has made no calls since passing Suez. We expect to see her flag shortly changed for that of China, and she will take her departure at an early date with rice for Tientsin. It is stated that she will carry 1,200 tons on 14 feet draft, and she is believed to be generally better adapted for the Northern line than some of the others which have been selected for it.

A new Lighthouse has been erected on Turnabout Island. The light can be seen at a distance of 23 miles.

The existence of a sunken vessel between Gutzlaff and the Lightship has been officially

reported to the Customs authorities. One mast is above water, with a patent reefing topsail yard across.

H. M. ship *Cadmus* left for Nagasaki on the morning of the 24th instant, and will return to Shanghai about the 10th proximo. Vice-Admiral Shadwell may be expected at Shanghai in the *Salamis*, about the same date. H. M. ship *Teazer* will return with the *Cadmus* to Shanghai.

We have to acknowledge a volume of Medical Reports, by the Surgeons to the Customs at the Treaty Ports in China, for the half-year ended 30th September, 1872. The report is, from unavoidable causes, a little late in appearing; but there is not the same need for promptness as in the case of Trade Returns, and the slight delay may well be condoned in view of the bulk and value of the publication.

We have also to acknowledge a copy of a pamphlet containing a series of papers compiled chiefly from the travels of Pere Armand David, on the "Natural History of North China, with notices of that of the South, West and North-East and of Mongolia and Thibet," published by Da Costa & Co. The papers are reprinted from the *Shanghai Evening Courier*, in the columns of which they recently appeared as translated from the *Nouveliste*.

A PEKING correspondent writes that several foreigners obtained a glimpse of the Emperor on his return from the Imperial Tombs. His own informant chanced to be in the street at the time the Procession was approaching, and, entering a neighboring Chinese house out of the way, made a hole in the paper window, through which he obtained a good view of the whole affair. The procession was decidedly handsome; the chairs and the dresses of the attendants looking new and glittering. The Emperor travelled in a chair which was either open or covered with gauze so thin that it counted for nothing; and not only was a good view of him obtained, but one gentleman ventured to make a rough sketch of him. He is described as a rather ordinary Chinaman, not over the average in good looks, tolerably intelligent looking, and rather pallid as to complexion. His eccentricity in travelling in an open chair was the subject of much comment among the Chinese in the capital.—Nothing new about the audience question.

M. Vlangally reached TIENTSIN on the 13th. The N.-German Minister is likely to leave at once for Europe. The statement of Li being likely to go to Peking as Minister, wants confirmation. At present he is engaged in making a broad cartroad towards Tientsin. The Japanese Ambassador has not arrived yet. A northerly wind set in on the 15th, and there was thin ice in the morning.

The HANKOW Races came off on the 14th and 15th instant. We give the result in another column.

The *Gazette*, in mentioning that the Spanish Ambassador is visiting NAGASAKI, hopes that he will see the necessity for a Spanish Consulate at that port, to control the Manilamen who frequent it. The same paper says:—The British steamer *Snag*, which left Kobe on the 11th instant for Shanghai, arrived off Papenberg yesterday after-

noon. She was compelled to put in here for want of provisions, &c. We regret to learn that, while the vessel was at Simonosaki, some misunderstanding occurred between the European crew and the captain, the latter being obliged to leave the vessel at Simonosaki." An investigation of the affair was to take place at H. B. M.'s Consulate, on the 14th instant. Among the shipping departures, the Express notes those of the steamers *Cyphrenes* and *Galley of Lorne*, both of which left on the evening of the 8th instant. The former was chartered in the north, to take some 2,000 tons of Takasima coal down to Hongkong. Besides the quantity shipped as cargo, this steamer also took some 300 tons for her own consumption. The object of the visit of the *Galley of Lorne* was to obtain fuel for the voyage to Java, to which place she was bound with a cargo of rice.—The annual festival of kite-flying came off on the 6th instant, and was kept as a holiday.—It was expected that Shimadzu Saburo and suite would go to Osaka by the *Oregonian*, and thence overland to Yeddo.—Training is going on actively for a regatta to be held on the 9th May.

The 8th April was kept as a holiday, at Hiogo in, honor of the Mikado's divine ancestor, the first Mikado, Jimmu Sama. The Mint and the Castle of Osaka were thrown open to sightseers.—A small exhibition has been held at Osaka.—A letter boldly advocating Christianity has been published in a native newspaper.—Congratulations are offered upon the arrival of a supply of ice.—Athletic Sports are to be held on the 19th instant.

A Naval Court held in YOKOHAMA to enquire into the loss of the brig *Wanja*, which was recorded by the last mail, found the immediate cause of her loss was striking on a rock, but that she left Hakodadi in an unseaworthy condition.—The Christian prisoners of the Owari province have been liberated.—The *Mail* says Shimadzu Saburo is expected to join the Government. He comes to Yeddo with 200 followers, including ten representatives of the chief families of his province.—The receipts on the railway show a considerable increase.—A new number of the *Japan Punch* has been issued.

The *China Mail* says news has been received from MACAO that a kidnapping expedition along the West Coast has met with some disaster. Three of the crimps have, it appears, been captured by the excited natives, and short shrift has in all probability been accorded them. The *Principe Don Carlos* has been, we believe, despatched to their assistance, but with doubtful prospects of success, as in all probability they will have been shortened by a head long before succour arrives. Apropos of the present discussion about the purity of the Macao Coolie trade, we may note that the emigrants who decline to embark are not as stated sent to Canton, but to a small place between that city and Macao, whence they have to find their way home at their own expense. Many of them prefer to go back to Macao in consequence. Hence the reported number of "willing returns."

Editorial Selections.

AN EMBRYO REBELLION.

THAT a Chinaman should hire a number of rowdy foreigners in Shanghai, with a serious design of starting a rebellion in Kiangsu, seems almost too ridiculous. Yet something of the kind seems to underlie the case which was tried last Tuesday at the Police Court. The three prisoners, Carr, Thomas and Evans, were members of a party of nine foreigners who left Shanghai about a fortnight ago for Chinkiang. They took with them sundry swords and rifles, and seem to have anticipated having to use them in some rather undefined manner, in which drilling Chinese, capturing cities, and plentiful loot formed prominent features. The boat was engaged for them in Shanghai by a man named Yang, and they started, via the Grand Canal, on the 6th April. After sundry minor difficulties, in the way of shallow water and deficient provisions, they eventually reached Chinkiang about the 12th, crossed over to the north bank, and went ashore. On the 13th, a Chinaman called at the house of a Customs employé named Wang Kumping, with an envelope addressed to "Mr. Wang, C. H. Linguist," and bearing inside the words "Pay boat-hire from Shanghai; all well; boat on shore on north bank." Fortunately for the destinies of China and the throne of the Emperor, the Wang in question happened to be the wrong man; and he, thinking the note queer, kept it and told the man to call next day at the Custom House. He did so, and frankly told the circumstances; he had been engaged in Shanghai by an English-speaking Chinaman named Yang, to take nine foreigners to Chinkiang, and had started accordingly. The men frequently quarrelled on the journey, and let out that they had been engaged by a man named Wang to drill Chinese and fight the Imperialists; they seemed to look to Carr as their leader; \$27 were owing to him out of \$30 which were to be paid him for his boat; and he knew no more.

Enquiry was then made from another Customs employé named Wang Yen-ping, for whom the note that led to these discoveries is said to have been destined, with the result of rather confirming suspicion; he afterwards took an early opportunity of leaving the Custom House unobserved, went home and turned out one of the foreigners who was staying with him, telling him all was discovered—and has been no more seen. On the following day, this foreigner was found on board a lorch in port, and willingly answered all questions put to him, admitting that he had been engaged in Shanghai for service against the Chinese Government. A letter purporting to come from Wang Yen-ping is also said to have been received at the Custom House on the 14th, saying that he had designed the overthrow of

the dynasty, had a band of Chinese organised, and was only waiting the arrival of more foreigners when his plans were frustrated by discovery.

Such is the version of the affair which has reached us; and, as we said before, the project seems so incredibly foolish, that we can hardly comprehend such a design being, not only dreamed of, but practically attempted with so small means. The case this morning at the Police Court seems to afford some proof of reality; for here are three men, who were deluded into the mad excursion, very sharply and properly punished for their escapade; and some Manilamen who were concerned are also, we hear, to come up before the Spanish Consulate, in a few days. As to the plot itself, if plot there really were, we must await information from Chinese sources. The officials have so plain a clue that they can easily follow it up, if it leads anywhere.

CHINESE COAL.

SIR RUTHERFORD ALCOCK takes advantage of the present high price of coals in England, to write a letter on the subject to the *Times*. It is only natural that this should be done in a somewhat diffuse and illogical manner; still, as the late British Minister seems to be a convenient refuge for the Junior Secretary of State in the Foreign Office, it is worth while to take some notice of his *ex cathedra* statements. Of one thing at all events Sir Rutherford is sure, namely that the Convention of Peking was the ablest state paper ever issued, and was the parent—in *posse*—of progress in China. It seems, indeed, almost a pity that his Excellency did not have the opportunity of putting the Convention in practice; for at present he has the opportunity, when any adverse remark is made respecting the state of affairs in China, of falling back on it. "Had Her Majesty's Ministers only put my Convention in practice, we should have heard nothing of this." It was, in fact, like Mr. Gladstone's Irish Church Bill—the universal panacea. Had the latter document been thrown out, we can imagine the cry of triumph with which the murder of every policeman would have been received. "Had my Irish Church Bill been carried into practice, we would have had none of this." Mr. Gladstone's bill was carried into practice, and policemen are still murdered in Ireland; and Sir Rutherford Alcock's Convention was not ratified, and still China does not progress. But, as we suggested, the ex-Minister was not altogether logical. Mr. Akroyd did a little bit overstep the limit of safe deduction, when he attempted to prove that the opening of Chinese coal mines would relieve the present coal famine. He certainly exposed a weak point to the ex-Minister, which the latter exercised himself in demolishing to his heart's content. So easy a victory was not however sufficient. It was

necessary to prove that the opening of the coalfields of China was a matter of no moment whatever; but it was also essential to show that, had the Minister had his way, the mines would all the same have been opened. Both syllogisms may be true; but if they are, there is not much ground for the attempted depreciation of the British merchant. In fact, the idea that the intended opening would have been of little practical use, was one of the reasons which led the merchants to take the steps which resulted in the quashing of the Convention. The opening of three coal mines in various parts of China, with no guarantee for their working, and the placing of a steam-tug on the Poyang lake, were the two great engines which were to have worked the regeneration of China. The merchants did not deprecate the opening of coal mines; quite the contrary, they petitioned for it; neither did they object to the proposed steamboat, for they asked for the opening of the interior waters; but the *quid pro quo* was so insignificant, that they determined to remain where they were. But, says the ex-Minister, "I had persuaded the Government of the Empire to enter on the path of progress, only these foolish merchants stood in my way." Now it strikes us that the foolish merchants had some reason on their side. "Show me thy faith without thy works, and we will show thee our faith by our works"—they might fairly have replied. Where is the proof of this willingness to progress evolved by Sir Rutherford Alcock, and why did it need a Convention for its exhibition? "Faith without works is dead;" and, notwithstanding the time which has elapsed, we still miss the practical proof. Who has prevented the Chinese Government from opening coal mines? Who has asked them not to run a steam-tug on the Poyang lake? Surely if the willingness to progress, testified to by Sir Rutherford Alcock, had any substantive existence, it might have been expected to have displayed itself by this time. On one side we have the unsupported testimony of the ex-Minister; on the other, the hard logic of facts; was it any wonder that the latter should have won the day?

II.

ALTHOUGH the opening of the Coal mines of China would not be likely seriously to affect the coal supply of Great Britain, it would undeniably afford a considerable relief in reducing the demand for export to the East, as well as afford the means for an extension of British industry in China. Although it is essential that coal should be supplied to British steamers abroad, it is by no means essential that that supply should come from Great Britain itself. The fact that at the present moment steamships of all nations are, in the Far East, on an equality as regards the supply of coal, will at once

refute the arguments of those who insist that the export of coal from Great Britain should be encouraged *because* it supplies the means to British steamers to carry British trade to distant countries. As a matter of fact, coal in the Far East is simply supplied as a matter of trade, and is equally at the service of all who care to bid for it. Viewed in this light, any step which would have the effect of decreasing the export, and thereby lowering the price of coal to the home consumer, would have a directly beneficial effect, in enabling the sinews of trade, in the shape of ships, &c., as well as the commodities of trade in the shape of the goods themselves, to be manufactured under exceptionally favourable circumstances. Now there is little doubt that cheap coal in China would more or less reduce the demand for export, and lessen the demand in the home market. None of the coal hitherto brought into market in the East has proved itself of sufficiently good quality to supersede English coal, or could be laid down at prices which would enable it seriously to compete with the home article. The late coals of Borneo, Formosa and Japan are too rapid in their combustion, and too bulky in stowage; and notwithstanding that they can be laid down at prices much below English, have hitherto failed to engage the favourable attention of steamboat owners. The same may partially be said of the coals at present to be obtained in China, though coal of fair quality seems to be obtainable for the steamers on the Yangtze, at Hankow. We have not sufficient data for the calculation as to the cost at which coal of good quality could really be laid down at the points of consumption. So far as our present knowledge goes, Hunan and Shansi seem the most promising sources of supply, but Hunan and Shansi are at great distances from the seaboard; and coal coming from either, in the present state of Chinese finance, is sure to be taxed over a bearable rate, leaving out of question the heavy cost of carriage which, even by the cheapest methods, must accrue. The S. S. N. Co. for instance have been able to maintain a tariff between this and Hankow, little less than that customary between this and England, and the native means of carriage have only been able partially to compete with the steamboat company. Little or no Hankow coal makes its way to the Shanghai market, from the same cause, so that practically its use is confined to the river steamers. What is said of Hunan may with double truth be affirmed of Shansi, where there is reason to believe the finest and most extensive coalfield in the world remains useless, waiting for some means of conveyance. Nearer Peking, the Chaitang and other coalfields supply coal of fair quality, although we learn from Baron von Richthoven that the supply is but limited, and the best beds are worked out. For similar reasons the

coal can scarcely be said to be available. We know nothing of the practical capabilities of the Kiangsu and Anhwei coal districts, which in some respects are situated favourably for working; but there is reason to believe that these are not very extensive or very rich. The problem as to coal mining in China has thus, we may say, not been as yet practically propounded. We know where there is good coal, but we cannot for the present get at it; we know where we can readily get at coal, but the quality does not suit. Our first desideratum is a field which would combine the two. But even supposing the field were found, the difficulties are not surmounted. Sir Rutherford Alcock's convention gave the Chinese to understand that matters of this sort were to be made an occasion for bargaining. For the nominal opening of these coal mines he was to give up important rights. What might have been expected did a really promising scheme turn up? As we have said above, the cost of transit is at present the practical stumblingblock to the supply of coal at the ports; the cheap production of coal would lessen the cost of carriage, and this at once would enable a further extension of trade to take place. But both these things will require capital to be expended, and the Government of China has hardly earned for itself that character for fidelity, which would encourage capitalists to invest on the faith of its promises. Capital would no doubt be forthcoming; but guarantees of some kind would probably be required.

BUDDHISM IN BURMA.

In nothing is the contrast between the Chinese and the inhabitants of the Indo-Malayan peninsula so marked, as in the different aspect assumed by Buddhism in the two countries. In China, Buddhism has never really risen above a superstition, except now and then in a rare and exceptional case; while in the various States comprising the peninsula we may see it daily as a religion, really influencing the daily life of thousands. The most important event in British Burmah during the year 1871, judging from the effect on the masses at large, was undoubtedly the fixing of a new Htee or umbrella, presented by the King of Burmah, to the Shwè Dagon Pagoda at Rangoon. Nearly all the pagodas in Burmah are surmounted by a similar ornament, which is held to be the symbol of royalty or sovereignty, and is placed on the summit of Buddhist temples in mark of reverence to Gautama Buddha. The Htee in Rangoon was, however, to have excelled all others in value and size; and the fact of its being presented to the chief pagoda in British Burmah by the King, was enough to lead mischievous individuals to disturb the minds of the simple and credulous inhabitants. For these reasons the ceremony, which was to have taken

place the preceding year, was postponed till October 1871, when, with the full permission of the British authorities, the Htee, escorted by ninety-three officials under the command of an assistant Minister of State, arrived in Rangoon from Mandalay, in a barge towed by a steamer. All along the Irrawady it had been an object of worship to the country-people on the banks—the inhabitants of the British province being however less conspicuous in their devotion than those of the native State—and at last was set up under a temporary structure at Rangoon, prior to being lifted finally into its place at the Pagoda, a mile and a half distant. The Htee itself consisted of seven stages, one over the other, in diminishing sizes, and at top carried a vane. The framework was of wrought iron, but the whole was covered with gold plates studded with precious stones. The lower tier was no less than 13½ feet in diameter and weighed a ton and a third, and the height of the whole was 47 feet. As the setting up of the Htee in British territory might have been supposed to have some political signification, the Government insisted on its being given over to the Chief Commissioner, who in his turn delegated the conduct of the affair to a Committee of Elders of the town, the local authorities interfering only so far as was necessary to preserve order. The time chosen for carrying the Htee to the pagoda was the full moon of the month Ta-soung-mong, a customary festival at the temple, and which fell on the 28th October. On that day it was carried with great pomp from the temporary building to the pagoda. "The Htee, consisting of ten pieces," we are told, "was taken down, and each piece was carried on a sort of triumphant stage; whilst the people crowded around to offer their shoulders to the burden, and thus to take as large a share as possible in what was regarded as a pious work. Each piece had a procession of its own, including bands of dancers well and carefully dressed, composed of young men of respectable families from each quarter of the town. The whole length of the road, a mile and a half in extent, was lined with white cloth, which had been contributed by a pious resident of the town. The procession consisted of 50,000 persons, and lasted six or seven hours, but it was singularly orderly and well conducted." For nearly a month afterwards, the people pressed into Rangoon from all parts of the country, while preparations were made for removing the old, and setting up the new Htee. The Shwè Dagon pagoda is on a hill a considerable height above the town of Rangoon, and on this again the structure rises in three separate stages. The upper terrace is a platform some 900 feet by 700, and is about 76 feet over the roadway. From the centre of this terrace, surrounded by chapels, rises the pagoda proper, to a height of 217 feet more, on which the Htee was to be fixed.

The difficulty was to carry the different pieces up the outside of the great solid cone of the pagoda. This was got over by covering the cone with a large basket of bamboos, and then constructing a roadway of six strong ropes, running in an inclined plane from a point in the platform to one on the upper part of the cone. A carriage was made to run up this roadway on pulleys, bringing up each part of the Htee in succession, these being afterwards lifted by a crane into their several places. The expense and labor of these proceedings was entirely gratuitous, hundreds of wooden poles, fifty thousand bamboos, and seventy boatloads of canes were made use of. The labour was distributed amongst different bodies of workmen and artisans, each with its own headman, and performing its task without pay or enolument beyond the religious merit attached to the task. Other pious contributors provided, equally free of expense, the provisions needed for so great an undertaking. The officers sent by the King of Burmah were all the while entertained in temporary buildings which had been erected for their accommodation; but except writing a report to their royal master, they took no part in the proceedings. The value of the Htee was calculated at £62,000, of which gold and jewels to the value of £4000 were supplied by the old one. In addition to this, the residents of Rangoon contributed money and jewels, as well as labour and materials, to the estimated value of £25,000. The cone alone, richly decorated with jewels, was valued at £4000, of which the ladies of the palace at Mandalay gave £2,500, the remainder being contributed by the inhabitants of British Burmah.

It was estimated that, during the ceremony, the population of Rangoon had nearly doubled. There was always a crowd of some 30,000 people in or about the temple, and sometimes the number was said to have reached 100,000. There was naturally much religious excitement. Young women scattered flowers on the platform and the roads leading to it. Others carried silver vases of scented water, which they freely scattered about. Others again distributed sherbet and other cooling drinks. Many of the more zealous worshippers were noisy and demonstrative, and filled the air with shouts of triumph, or were engaged in beating drums or clashing symbols, or giving vent to their enthusiasm in wild dancing. But amidst all their distraction, the work of crowning the Pagoda was steadily carried on. Day by day processions of artificers and labourers proceeded to their allotted labour, arrayed in white garments with sacred white flags in their hands, displaying an earnestness and sobriety which was one of the most characteristic features of the ceremony. Fortunately the accidents were few, and on the whole the conduct of the mixed crowd was most satisfactory. The people, amidst all their excitement, were in

singularly amenable to control, and it was gratifying to the authorities to discover that not only no increase of crime took place, but there was an actual diminution in the average number of offences. On reading the account as given in the official report of the Administration of British Burma, to which we have before alluded, we cannot but be struck with the singularity of the whole. We may fairly, without casting a slur on others, ask, could any other religion but Buddhism have accomplished the task in the same orderly and reverent manner?

Outports.

TIENTSIN.

Late news from Peking speak in a more hopeful way of the expected termination of the Audience Question. General Vlangaly, the Russian Minister, reached here on the evening of the 13th instant, in the S. S. N. Co.'s steamer *Szechuen*, and on the following day he proceeded by river en route for Peking. His return will add strength to the Diplomatic Corps at the Capital, in urging their demand on the Chinese Foreign Office. We hear, however, that the German minister leaves for Europe at once; and may be here immediately on his way Home. The Governor-General of Chihli arrived at his yamun here, from his visit with the Emperor to the Eastern Imperial Tombs, on the evening of the 12th instant. We have heard nothing farther, since his return to Tientsin, of the rumor current recently, that he would immediately assume the position of one of the Ministers of State at the Capital. The rumor may yet turn out to be based on facts, and he may have merely returned here for a short period to settle up his official affairs as Governor-General. I am inclined to think, however, from all I can hear, that notwithstanding the very credible form in which the rumor appeared, it will after all turn out not to have been authentically based.

His Excellency has a large body of men engaged in making a broad cart road from Tientsin in the direction of Peking, and I suppose this road will be carried to the high ground, beyond all country previously flooded. All will agree that this work is one of a very creditable character, and that it will hereafter prove of great benefit to travellers from here to Peking. It is most undoubtedly a step in the right direction, and of benefit to the population. Up to noon to-day the Japanese Minister has not appeared, nor have we heard at Tientsin of the Japanese iron-clad corvette having reached Taku outer anchorage. Should the Russian gunboat, expected here from Shanghai, reach Taku in time, the Minister and his suite will come up in her; otherwise they will come up in the S. S. N. Co.'s str. *Millet*. Mr. Lew, the Japanese Secretary of Legation, has secured a residence for the Minister while he stays here, by renting a house belonging to Mr. P. L. Laen, situated at the north end of the British Settlement.

The wind worked round to the north last night, about nine o'clock. This morning at daylight there was ice one-eighth of an inch in thickness. To-day it is blowing a strong norther and cold. The *Sin Nanxing* takes away a gentleman, Mr. Herbert A. Giles, who has been attached to Her Majesty's Consulate for some time back as Interpreter, and who now joins H. M.'s Consulate at Ningpo. Mr. Giles carries with him the best wishes of this community. It is said we shall also soon lose H. I. R. M.'s Consul-General, M. de

Skatchkoff, who goes home on leave of absence. We have not yet learnt who will represent the Consulate-General during his absence.

* * * *

15th April, 1873.

CHEFOO.

The Chefoo Amateur Dramatic Corps gave their second performance for the season on the 14th instant. The first piece put on the stage was the "Boots at Hoyrup's Hotel," the plot of which bore some resemblance to a piece which Robson has made famous; but, at Chefoo, "The Swan" no larger exists. She disappeared at the end of last bathing season, amidst sounds of soft music that harmonised with her sweet but dying strains; and in her place M. von Hoyrup reigns supreme over the hostelry where the plot of the farce was laid and carried out. *Mutato nomine, de te fabula narratur!* The only difference was in the *dramatis persona*, who developed an exuberance of gushing females and stunning swells that outdid all previous performances. Not to say a word about the costumes, which were capital, especially young Pippin (Mr. E'banroc) in tights and buttons, and Miss Moonshine (Miss St. Hellier) in classical drapery, Sally Smith (Miss Sweetgirl) was a sweet thing in voice and tenderness, and Mr. Bob Sawyer as "Boots" was the very type of Sam Weller's innocent friend at the "Vulture." Higgins (Mr. St. John) and Friskly (Mr. I. L'ample) were vastly amusing and got up with enormous taste. In fact the whole of the impersonations of male and female characters succeeded in gratifying themselves and the public beyond all contestation. Then, as an *entre acte*, we had a capital Irish jig and comic song, by an amateur who it is to be hoped will be induced to repeat his clever personation of the humorous Paddy.

"Furnished Apartments" was truly "screaming." Dr. Planus (Mr. E'banroc) appeared in a venerable beard, which he must have inherited from his grandpapa, and which gave a *ton* to the part he played that was echoed again and again, in the applause of the audience. Telemachus Thompson (Mr. Sawyer) had a smack of seriousness and stately language that almost reminded us of a celebrated divine, and Magnus Smith (Mr. St. John) distinguished himself as a determined upholder of vested interests.

Music there was, and excellent too,—an amiable member of the community kindly playing several charming morceaux on the piano; and thanks to the untiring *impresario* who got the whole affair up, a most pleasant evening was enjoyed.

FOOCHOW.

The new Light-house on Turnabout Island was formally opened on the 10th instant. The light is, we believe, exactly similar to that on Shaweishan, but the light-house on Turnabout is built of stone, whereas that on the former is iron. The light can be seen 23 miles. The ceremony of first lighting was performed by Mrs. Glover, the wife of the Commissioner of Customs at Foochow—this being, we believe, the first time that similar éclat has been given to an occasion of the kind. We hear that a Light-house on the Lammocks will be commenced, directly the finishing touches to the one at Turnabout are completed.

So far as we have been able to ascertain, the cruise of H. B. M. gunboat *Dwarf* in search of the lorch *Mandarin*, has been unsuccessful. Mr. H. J. Allen, the Vice-Consul at Pagoda Anchorage, who accompanied the vessel, returned on the 13th instant, by the str. *Kwangtung*. The Kioto Exhibition Troupe of Japanese arrived here by the str. *Dragon* last trip. Their first attempt at an exhibition in Foochow

proved a failure, in consequence of the unruly conduct of the Foochow populace, who were apparently determined to see the play without paying for admission. The first performance at Pagoda Anchorage would have met with similar ill success, had it not been for the arrival of a guard of soldiers from the Arsenal. The pavilion was cut into holes and slits, to give the natives a clear view, in opposition to the attempts of the few Police here to prevent it. One unlucky individual having cut holes in the calico of the pavilion, to suit his eyes and nose, met with an accident that nearly resulted in a serious disturbance. It appears that while enjoying his gratis view of the performance, some hard bony substance from within the tent (supposed to be a man's fist) came into violent collision with his face. There was an outcry at once that the man was killed, and the authorities had enough to do to quell the indignation of the offended populace. The manager of the troupe remarked that the Chinese in this province behaved in a very unruly manner towards foreigners, as compared with those of other ports.

19th April, 1873.

HONGKONG.

An appeal by the master of the French str. *Charles Albert*, from a decision of the Marine magistrate which condemned him in a fine of \$500, under section 279 ordinance No. 1 of 1862, for fitting up his vessel for the conveyance of emigrants in a manner contrary to the approval of the Harbour-master, has been dismissed by Chief Justice Smale, with costs. In course of his judgment, his Lordship says:—

"I am bound by the conclusion to which I have come to hold every act in this harbour tending to promote the Macao Coolie Trade, if an act within any definition in Section 10, to be an act to promote the slave trade within the intent and meaning of the Slave Trade Abolition Act, and to so instruct a jury in case any offender should be put on his trial in the Supreme Court. Every day confirms my conviction that the Macao Coolie Trade is a very aggravated form of the slave trade. I need only to recur to the recent disclosures, on official authority, of the voyage of the *Fatchoy*, in confirmation of this conviction, and be it remembered that it is stated that the *Fatchoy* fitted-out for her voyage in this harbour, just as the *Charles Albert* has been fitted out here."

The *Mail* learns that a telegram has been received, announcing the total loss, with nearly all hands, of the British steamer *Benmore*, between Singapore and Batavia. 13,000 chests of Tea have been saved from the wreck of the *Petersburg*. There was no hope of saving the remainder of the cargo.

A memorial to the Government, regarding Constable Briarly, is being drawn up, in preference to entering on litigation in regard to the Police insubordination case. Drafts of Ordinances relating to the Coolie Traffic have been laid before the Legislative Council.

The *Mail* says an accident, which might have been very serious, occurred to Mr. F. W. Mitchell, who, accompanied by a lady friend, was, on Monday the 14th, driving out eastward. When near the Whitfield Station the horse suddenly shied and ran the carriage against a tree, throwing both Mr. Mitchell and the lady out. Mr. Mitchell received several bruises, and was eventually conveyed to his residence in a police boat. The lady we are glad to learn was only shaken. Mr. Mitchell is subsequently reported as much better. A Rifle match came off at Kowloon on the 13th between eight officers of H. M. 80th Regiment and eight civilian residents, which resulted in favour of the former by 54 points. Lieut. Prior made the highest score, of 45; Mr. Legge being best of the civilians, with 43.

Peking Gazette.

ABSTRACT OF PEKING GAZETTES.

March 23rd.—I Wang Yung-keih, an officer of the Tale-ze, an official of the second rank, and Inspector of the Left Wing school for the members of the Imperial Family, kneel and petition in reference to both schools, that certain matters which require adjustment may be speedily attended to, and a return to the ancient laws for the regulation of the schools be effected, in order that talent may be fostered, and a good foundation laid for the future.

In my humble opinion, schools are established for the members of the Imperial Family in order to assist talent for the benefit of the Kingdom, and also to illustrate the close affection which should subsist between relations. The school is divided into two wings, Right, and Left; and four officials are appointed as teachers in each. Two overseers with eight assistants are also appointed to each school; and a Prince of the Imperial Family is appointed to take the general superintendence of both schools. Moreover, Your Majesty has appointed Members of the Hanlin, officers of the first and second rank, to manage and examine the schools with undivided attention. These regulations are most complete, and are most profound in conception: the intention always being that all the children of the Imperial Household, along the entire line of Emperors, being born and brought up in rich and noble families, should be sent to these schools to study; to enlarge their powers of perception in order to prevent them from sinking down in social rank, and to rectify their dispositions so as to drive out all pride and self-conceit. Thus they will become humble in their ideas, exalted in talent, will reject all the hollow customs of the world, and so for ever preserve their high position.

The teachers in these schools are engaged for a term of three years. At the expiration of this term, an inquiry is instituted as to whether each has perfectly discharged his duties or not. If he has, then His Excellency the Superintendent gives a certificate to that effect, and the teacher is sent to the office for the oversight of the branches of the Imperial Family, in order that he may be presented to the Emperor, and His Majesty besought to confer some appointment upon him as a reward for his diligent exertions in teaching. In all generations there have been illustrious members of the Imperial Household; and which of all these distinguished personages has not been taught and cherished by some Holy Emperor? At present, however, these schools have almost become useless.

From the ninth year of the present reign, I have been commissioned by your Majesty to superintend the Imperial school of the Left Wing, and my duty is, strictly to enjoin all the officials employed, to attend diligently to the duties of the school. On entering this school for the first time, I found several officials engaged in teaching, and the number of scholars present was more than twenty. After this I frequently visited the school, and found that the pupils became daily more lazy and inattentive, and sometimes the school resembled a wilderness, there not being a single pupil in it; and, on inquiry of the teachers about the matter, they stated that they now scarcely ever see the face of a pupil. When a subject is given out for a theme, very few write anything about it, and, on asking the reason of this, the teachers replied that the pupils pleaded poverty as an excuse for refusing to apply themselves to study, and alleged that as they had not any rice to eat it was very difficult to exert diligence in learning. They made these excuses because, heretofore, according to established law, each pupil was in the habit

of receiving three *Tow* of rice every month, and also, at certain intervals, paper, pencils and ink were given to them. In summer they received a grant of rice, and in winter a grant of charcoal. But, since the funds for these perquisites have been decreased, the monthly allowance of rice, together with the other allowances, have all been curtailed. The former allowance of three *Tow* of rice has been reduced to one-fifth of that quantity, and the less we say as to the other allowances, the better. The present grant of rice is merely sufficient for two days' consumption; to come regularly to school in order to study and to write themes, is perfectly impossible. Thus these schools are merely established in name, but in point of fact they have no real existence. Those families who are wealthy employ teachers for their children at home; but those who can do this average only one in ten, while those who have not the means of doing so, average nine in ten. Hence I fear that the greater portion of the children merely pass their time in play, and become vulgar, neither understanding the labour of sowing and reaping, nor the advantage of composition and study, and only obstructing their talents by idleness; all which is most pitiable. The teachers, too, in each of these schools, who depend upon teaching in order to gain a reputation for themselves, pass months and years unemployed; and both they and the superintendant can only patiently and silently endure, feeling their hearts weighed down, as it were by sickness.

When I presided over the district of Peking, I found, at Examination term, several pupils who are members of the Imperial Household, at the Kin-tae-shoo-yuen school, who presented themselves for examination. I deemed it necessary to make some present to these; so, selecting those whose themes were of the first and second order of merit, I presented them with a small sum of money to buy oil for their study lamps, thus showing my love for their talents and my pity for their poverty. I am humbly aware that our Emperor entertains the firmest affection towards His relatives, and bestows favours upon them with the utmost benevolence; in fact, that there does not exist any benefit which He is unwilling to confer upon them. Yet, the pupils who enter the aforesaid schools, do not receive their monthly allowance of rice according to established custom, but remain in ignorance of Your Majesty's benevolence and partiality towards them, and of your wish to induce them to study. Moreover, the grant of rice which the scholars in both schools should receive, only amounts to 500 or 600 stone, yearly. When any place in Your Majesty's dominions suffers from either inundation or drought, and a petition is presented to that effect, Your Majesty does not hesitate to remit the grain-tax due from that place, even to the amount of one or two hundred thousand stone weight. The tax is remitted without the least delay. Also, in Peking, at the Poo-tse-tang and the Kung-tih-ling, together with the Wang-shoo-yuen at Tung-chow, every year during the winter season rice is distributed from the Granaries by Your Majesty's gracious benevolence, to the amount of from five or six hundred thousand weight down to three or four hundred. If such liberal grants are made to the suffering people, ought not the scholars in the schools mentioned, who depend upon Your Majesty for nurture, to receive also some little bounty? I pray, if it be in accordance with Your Majesty's wishes, that orders may be issued to the Council for the oversight of the members of the Imperial Family, to consult together in reference to the strict observance of the laws regarding these schools; the monthly distribution of rice, according to ancient custom; in what manner those pupils who are diligent may

be encouraged to perseverance and the idle punished; how the masters may give instruction with undivided attention; and whether, if when their term of engagement has expired, they are found to have neglected their duties, they ought not to be still retained at their posts for a longer term, in order to ascertain whether they improve in this respect or not. Those masters who are diligent should be rewarded, and the careless cautioned, so that all may diligently attend to their duties, and the pupils, like the wise men of old, may become eminent for their virtues. Thus the pupils of these schools, understanding the classical writings and regulating their conduct aright, may become, if they attain the highest point, the bulwarks of the Empire, and if not, at least not miss the rank of gemmed sceptres in the Kingdom. In this way the gracious benevolence of our Holy Emperor will shine forth conspicuously, His sense of duty be praised by all, and He Himself will be more and more glorified throughout all ages.

Whether my stupid and idiotic opinions are right or wrong, and whether they ought to be adopted or not, it is nevertheless my duty to make them known, and humbly to beg your Majesty to deign to glance at my communication, and to favour me with instructions.—His Majesty replies that the petition is recorded.

March 24th.—Yu-ze, in consequence of a communication received from Hoo-too-kih-too, a native of Tung-koo-urh, petitions the Emperor to give names to three temples which are at present without inscription Boards. When the Boards are put up, both gods and men will thank His Majesty for his bounty.

25th.—The Board of Revenue petitions the Emperor with regard to their seal having been stolen from the public office. The box in which it was kept was found broken open, and the slips of paper which bound it were torn off. His Majesty orders that the officers who had charge of the seal be handed over to the Board of Punishments to be dealt with.

26th.—Lew Ting-ze appeals to the Censor Ying-yuen against a certain Che-hien who imprisoned the father of the plaintiff upon a false accusation. The father died during his imprisonment, and the body was found lying stripped, with the leg broken.

29th.—Felt caps and cloth collars are now changed; and the white fur cuffs of long and short cotton coats are laid aside.

(2) Lew Chang-yew, the Deputy Governor-General of Kwang-se, reports the death of Ssai-lun, Prefect of Hwai-gan-foo, and prays His Majesty to confer the vacant post on Shaou-uh, the present acting prefect, who has gained the hearts of the people.

(3) The Governor-General of Sze-chuen petitions that, as all the roads are now passable, the country being free from rebels, the examinations for the second Degree 舉人 may be held this year for the various provinces. His Majesty refers the matter to the Board of Rites and Ceremonies.

30th.—The Board of Rites and Ceremonies petition the Emperor to appoint a Duke of the Imperial Family to preside over sacrificial offerings. His Majesty has appointed Prince Juy to that office.—This Board also petitions that the cool summer caps may now be worn. His Majesty orders this change to commence from the 20th day of the month (April 16th).

(2) Le Han-chang 李瀚章 petitions to the effect that Lieutenant-Colonel Tae Chang-ling has been tried for causing disturbance in his Cantonment (see Gazette for March 23rd), and prays that, according to law, he may be banished to the distance of 4,000 le, and be sent to a new colony to render his punishment more severe; also, that he be required to rebuild the Granary

which was pulled down during the riot, and to make good the stolen grain. His Majesty replies that he will take time to consider the matter.

(3) The same official announces the death of the father of a General of Division at Chin-kan-chin, in consequence of which the General ought to resign his post, and prays the Emperor to confer the appointment upon General Wang Yung-chang. His Majesty delays His decision for the present.

(4) The same official presents a supplementary petition to the effect that His Majesty would be pleased to summon Chang Kien-ke, who has charge of the Revenue of the province of Hoo-pih, to the Imperial presence, as his term of office, three years, has now expired; and that some other official may be sent to supply his place for the present. His Majesty consents.

31st.—To-morrow, about 6 o'clock A.M., His Majesty goes to the temple of the Eastern Mountain to offer sacrifice,* and to partake of the flesh of the victims offered.†

(2) Ying-han, the Deputy Governor of Gan-hwuy, petitions in reference to the trial of Lin Yung-kwang, the District Magistrate of Mung-ching-hen, for pertinaciously demanding unpaid taxes. Moreover it is reported that he gave orders to his subordinates to make the taxes a pretext for demanding money. Believing these charges to have foundation, the former Deputy Governor petitioned the Emperor to degrade this Magistrate from office. The present petitioner has minutely examined into the case, and finds that when this official was first appointed, taxes were due in all parts of the province of Gan-hwuy. The Rebels had burnt the Records of the Mung-ching-hen district, so that the taxes had not been collected for a long time, and this District Magistrate being made aware of the fact, issued a proclamation calling upon the shopkeepers to pay up all arrears, and appointed his Secretary and Doorkeeper to attend to the matter. Certain of the shopkeepers refusing to pay these taxes, the District Magistrate wrote orders demanding payment, which he sent to them; but they imagined that the Magistrate was endeavouring to cheat them, and so much discussion arose. According to the evidence given before the Prefect of Ying-chow-foo, it is perfectly true that accounts were not clear, in consequence of the Records of the district having been burnt by the Rebels. All the money which the Che-hen succeeded in collecting, he duly handed over to the Revenue Officer of the province without diminution; therefore, as he has already been deprived of office for acting on his own responsibility, no further punishment is necessary. His Secretary not having given the magistrate sufficiently clear information with regard to the accounts, ought, according to law, to receive 80 blows from the larger bamboo and be dismissed from his situation. The shopkeepers have already paid up their taxes, and their former doubts were reasonable, so these may be exempted from punishment. The doorkeeper has absconded, and he must therefore be sought for and brought to trial. His Majesty orders the Board of Punishments to report on the case.

* One of the principal Mountains of China, sacrificed to by the Emperors from the earliest ages. See Shoo-king, Canon of Shun. This Eastern Mountain is the Olympus of China, and is worshipped throughout the Empire as the Ancestor of all mountains.

† The Emperor offers an Ox a Sheep and a Pig, &c., on these occasions.

Public Meetings.

THE N. C. B. OF THE ROYAL ASIATIC SOCIETY.

A meeting of this Society was held in its Rooms on Friday night, Mr. F. B. Forbes, President, in the chair.

Minutes of last meeting having been adopted, Mr. A. G. Wood, proposed at

last meeting, was balloted for and duly elected a resident member, and Major Walker, of Hongkong, was (by letter) proposed as a non-resident member by Mr. N. B. Denny, seconded by Rev. Dr. Legge. The following list of books, presented to the Library of the Society, was handed in by M. H. Cordier, Librarian:—

Reports of the United States Commissioners to the Paris Universal Exposition, 1867. Published under direction of the Secretary of State by authority of the Senate of the United States. Edited by William P. Blake, Commissioner of the State of California. Washington, Government Printing Office, 1870, 6 vols. 8vo.—From the U. S. Department of State.

Nalas und Damajanti eine Indische Dichtung aus dem übersetzt von Franz Bopp. Berlin, 1838, 12mo.—From K. Himly, Esq.

Report from the Select Committee on Commercial Relations with China; together with the Minutes of Evidence, Appendix and Index. 1847.

Bulletin de la Société de Géographie.

Bulletin mensuel de la Société d'Acclimatation.

The CHAIRMAN, in moving the thanks of the Society to the various donors, observed that Mr. Blake was familiar with the East, having visited it some years ago. The Society had further to acknowledge specimens of coal from the province of Chihli, presented by Mr. H. Beveridge, of Tientsin.

Mr. WYLLIE said, since the Society had last met, it had sustained one or two severe losses among honorary members associated with it. One of these was, he supposed, known to most of them by name, M. Stanislas Julien, of Paris, probably the most distinguished Chinese scholar of the age, and one who had perhaps done more for the spread of a knowledge of Chinese in Europe and had afforded as great or greater assistance than any other man, to students of the language in China, by the translations and works of various kinds he had published. The attention of residents in Shanghai had been so recently drawn to this gentleman, by a most excellent article in the morning paper, that it was unnecessary for him to go over the record of his labours. It was well known that M. Stanislas Julien was a very clever man, distinguished at an early age in Greek studies, and the translations he had made of the works of early travellers in Asia, had been of the greatest value in geographical science and in giving a clearer knowledge of China and its people. Such services merited their gratitude and recognition, as a Society, and it would be well therefore that they should notice on their records, with regret, the death of such an eminent man. Although the Society had no communication from him, his name had been long on their honorary list, and they felt sure they had his sympathy in their labours. Another distinguished Chinese scholar and honorary member of the Society lately deceased, was Dr. Hobson, formerly of Canton, a man well known to old residents in China. Dr. Hobson had devoted himself very assiduously to his work among the Chinese, and had left behind him a number of works which would perpetuate his memory and usefulness to coming ages. It was gratifying to know that Dr. Hobson was very much appreciated by the people among whom he had laboured, and who had shown this by republishing his works in various ways. Requests had also been sent home, several times, by a number of highly respectable Chinese, that he would return to this country and continue his translations, they engaging to pay all his expenses; but this of course he could not accede to. Personally, it was with extreme regret that he had now to notice the death of Dr. Hobson; and he would suggest that this meeting should record on its minutes an expression of its regret on account of the loss of the two distinguished gentlemen he had referred to.

This was done accordingly.

Mr. MICHIE then read a paper by T. Watters, Esq., of H. B. M. Consular Service, on "Chinese Fox Myths." The paper is too lengthy to admit of our giving more than a few extracts, with a brief notice of its general contents. Mr. Watters opened with a few considerations of the relative positions, past and present, the common instincts and desires of Eastern and Western nations, and of the "survivals of culture" which bind modern civilized peoples with a legendary and superstitious past, but which the Chinese have carried down to the present. Given an allegorical significance, these legends have still, in the West, a didactic value, but in China "tales of Genii and monstrous apparitions are still intimately bound up with a system of reason and belief. Such subjects are of acknowledged interest and importance, and they are capable of affording material for several considerable treatises. On the present occasion I propose merely to relate as briefly as possible some of the popular notions and legends current in this country respecting the Fox, and also to state, where I can do so, the philosophic basis which underlies or explains these fancies."

Referring to the different Chinese names for the Fox, the author finds that it is classed with the wild cat, the badger, and the civet, to whom are ascribed, in China and Japan, properties almost identical and similar demoniacal powers and practices. After a notice of some of his peculiarities and habits, it is remarked that the fox is cotemporary with Chinese history. One of the Odes in the *Sh-ching* expresses summarily the ruin and misery of the country by saying that nothing red was to be seen except the fox and nothing black except a crow. Tradition speaks of the existence of white foxes at the time of the Emperor Yu (B. C. 2,200), and of that monarch having a lucky omen in the sight of one when he was seeking a bride. Generally the fox is considered unlucky, but the appearance of a black one argues peace and prosperity. In the *Yi-ching* the three unlucky symbols are mentioned as the three foxes; and the rationale of the Chinese opinion of Renard is found in the fact that he lies hidden during the day, and thus shows himself a lover and large recipient of the dark, inferior, female constituent of the essential vapour of the universe. To the fox the Chinese attribute a duration of life extending to 800 or even 1000 years, a result supposed to follow from his living in caves and holes, shut out from the sun, where the vital powers can operate free from disturbance or the wearing effect of that luminary's heat and light. On this point we quote:—

The Chinese are not alone in this regarding the exclusion of light and air as tending to prolong existence. Not to refer to others, our own Bacon says:—"A life in caves and holes, where the rays of the sun do not enter, may perhaps tend to longevity; for the air of itself, unexcited by heat, has not much power to prey upon the body. Certainly on looking back, it appears from many remains and monuments that the size and stature of men were anciently much greater than they had been since, as in Sicily and some other places; and such men generally lived in caves. Now there is some affinity between length of age and largeness of limbs. The cave of Epimenides likewise passes current among the fables."

The employment of nearly every part of the fox in the Chinese pharmacopoeia is noticed—the head only being avoided. To the fox is imputed the power of producing fire, which he exercises in malice or revenge. Legends arising out of the hunted life and cunning shifts of the animal, its fearful cautious and sceptical nature, which has passed into a proverb, are given, and in regard to the latter we have a few philosophic reflections which are more valuable than the curious but childish folk-lore on the subject:—

This notion about the fox's caution is put to practical use in the north of China, for it has

been observed that when is crossing a frozen river or lake he advances very slowly and deliberately, putting his head down close to the ice and listening for the sound of water beneath. Accordingly when in the early spring the traveller fears the stability of ice, if he observes on its surface traces of the fox's footsteps he may proceed without any apprehension. One can easily see what an opportunity is presented here again to the Chinese mind for the exercise of myth-making ingenuity. Below the ice is the region of the Yin or female element—the dark world of death and obscurity—while above it is the region of the Yang or male element—the bright world of life and activity. Accordingly it has come to pass that the fox is represented as living on the debatable land which is neither the earth of life nor the Hades of death. His dwelling place on the earth is among the tombs or, actually, rather, within the tomb, and the spirits of the deceased often occupy the body. Thus he enables the ghosts of the dead to return to life or himself performs their terrible behest—visiting upon the living men and women the iniquities they had committed against those now dead, and by this means bringing peace and rest to the souls of the latter which would else be troubled and troubling for ever.

Space precludes our following the paper with any degree of fullness, and we must summarily glance through it. There is a mythological connection between the twilight and the fox, whose mysterious, cunning and timid nature has doubtless induced vague dread among a superstitious people, and resulted in the attribute to him of supernatural powers. There appears to be an almost religious reverence for his name, for which euphemisms are introduced. As a retributive agent he is supposed to trouble the wicked, but he is elfish and uncertain. Mothers still their children at night by saying that their crying will attract the fox-elf: Certain diseases are attributed to his visitation; he plays strange antics; has powers of physical transformation and metempsychosis by which he works his pleasure till, after a time, some accident inevitably reveals his true nature. Feared, mistrusted, propitiated, he is yet, as the Fox-genius, made the guardian of the seals of office in high mandarins' yamens. None will deny how thoroughly the Fox-genius pervades those places! We can only find room for Mr. Watters' concluding remarks:—

Here I must bring this rambling and gossiping essay to a close, and it is not without regret that I part from a subject so interesting. It is to be hoped, however, that others better fitted for the work will enter on the investigation of Chinese Mythology—the curious beliefs, the unreasoned fancies, and the seemingly-capricious modes of expression to be found everywhere among this people. The study will, if I mistake not, bring in a rich harvest of results. It will make us feel that warm current of human life, with all its ordinary love and fear and manifold pulsations, which but rarely heats the dull coldness of official communications and *Peking Gazettes*, and compradore's "pidgin-talk." It will give us a clearer insight into the forces which have operated in the formation of the Chinese language and in the evolution of the social system of the country. It will also show that in many and remarkable ways, we are one with this people—one with them in the operations of nature on our untaught minds, and one with them in the fruitless efforts so long made to solve the sphinx-riddle of the world. So, while we boast, and not without reason, that we have learned in the past at least to conquer nature through having obeyed her, we may come to sympathise more fully than hitherto with the Chinese about us, who have advanced very little in the art of obeying, yet questioning nature.

The PRESIDENT drew attention to an allegorical scroll illustrative of the paper they had just heard, and for which he believed they were indebted to Dr. Macgowan.

Dr. MACGOWAN said Mr. Watters, paper was very exhaustive on the subject of the Fox as regarded China. It was however a widespread notion that the fox was

an animal who sometimes influenced human affairs, and when the Pilgrim Fathers arrived in New England they found the Indians, especially those of Narraganset, addicted to very similar superstitions to those they had just heard, notices of which were given in the works of Elliot, who was known as the "Apostle of the Indians." Their neighbours in Japan, too, regarded the Fox as a power in the State. He had brought with him a primer, or first book put into the hands of many Japanese children, which depicted a gentleman and lady fox at various periods of life, their courtship and happiness—an allegory intended to teach the Japanese youth the blessings of conjugal existence. The little book represented the progress of the matchmaking, the middleman, the presents and the trousseaux, and finally the merry couple living happy ever afterwards with their progeny. The fox seemed to be most mischievous in the domestic relations in Japan. Mr. Watters had incidentally referred to a belief that it appeared as a charming young woman, and it had been generally supposed to be most dangerous in this form. The Japanese swain was fabled to take up with a charming young woman, marry, and have children also, when by and by something goes wrong, the lady takes offence and returns to her foxhood, transforming herself and children, and they all scamper away, leaving the husband's domestic happiness an empty dream. When he (Dr. M.) first went to Nagasaki, before the port was opened, he made a collection of books, and one he had copied in a form he found useful in giving his lectures in England and America. This he had turned up the other day, and, apropos of the subject of fox myths, now brought before them. The scenes represented were believed in by the Japanese as matter of fact occurrences, but it was evident the author or artist intended an allegory. There was no text in the work, it simply was as they saw it, and he believed they would find it a very ingenious allegory. He had submitted it to Mr. Shinagawa, Consul for Japan here, who had not seen it before, but who promised to endeavour to obtain an account of it or any text that might be extant, and if this were procurable, it ought to be sufficiently interesting to claim their attention some other evening. The author evidently proceeded upon an idea somewhat akin to that of Bunyan in his "Pilgrim's Progress." Dr. Macgowan then described the scenes as figurative of the progress of a young man through life, a fox attending him and appearing in various forms to endeavour to tempt or frighten him from the path. The youth keeps his course however and finally triumphs.

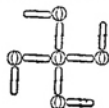
Mr. KINGSMILL said they ought to be very much obliged to Mr. Watters for his extremely interesting paper. It was not the first time they had heard from him on a somewhat similar subject; his paper on pigeons and doves and Chinese notions concerning them was as exhaustive as it could be made. The subject of foxes was of course a much wider one, but Mr. Watters had handled it in an equally clear and successful manner. The legends of foxes were the most curious of all legends; they belonged to no time or race, but cropped up in Africa, Asia, Europe and America. The fox was a cunning and clever animal, and had given rise to many stories among the natives of many lands, an universality of superstitious tradition which suggested that there might be something more behind, which it was perhaps difficult to trace out. But it was curious that in Chinese, as Mr. Watters had remarked, there were two words for fox, one of which was distinctly traceable through the Arayan languages, being *fuk* in Cantonese, *alo-pez* in Greek, *fuchs* in German and our own "fox." The other word, *hu-le*, was of different origin, and was additional proof

of the double origin of the Chinese—of the superaddition of Aryan nations upon the native race inhabiting the country. The legends of the fox seemed to point to something of the same sort, and in China they apparently derived their origin from two sources. One they might trace right through in the connection of the foxes and the twilight, the fox-headed Cerberus that guarded Hades, and which also seemed to be one of the Chinese legends. The other, of foxes or wolves taking the human shape, lycanthropy as it was called, was one not peculiar to any race, but spread all over the world.

The PRESIDENT said it was very evident from Mr. Watters' paper and the interesting remarks which had followed, that the subject was almost inexhaustible, and he hoped some other scholar might take it up and carry it out to an elucidation of the points Mr. Kingsmill had brought forward, for the benefit of the Society. He moved that the Society accord Mr. Watters a vote of thanks.

Dr. MACGOWAN said two negatives they all knew made an affirmative, but two dull subjects would not necessarily make an interesting one, and he knew of no subjects which were duller than archeological and philological ones. They were notoriously dry-as-dust, and he was going to try their patience with a brace of such subjects. They had all read of the inscription on the Moabite Stone, but some of them might be pleased to see a rubbing of the inscription of that celebrated monument, with which he had been favoured by Mr. Swinhoe to lay before the Society. It was the most ancient alphabetical inscription in the world, taking them back twenty-five centuries, and enabled them to gratify a very natural curiosity as to some of those transactions recorded in early Asiatic history. They all liked to hear something more of those grim Semitic warriors mentioned in Scripture—to hear the other side. As Sidney Smith remarked when told of a misunderstanding between a bishop and a dog, that was all very well, but he would like to hear the dog's story—they might understand that the episcopal and the canine version would be both correct, but they might differ because of the different standpoints of the litigants. So they should like to get from a Maorichief an account of a battle in which he perhaps discomfited a scientific leader and a well disciplined British force. If it had been left to men like him (Dr. M.) to describe and explain that retrograde motion at Bull's Run, he should have preferred speaking of it as an adjournment. In this Moabite inscription they had the statement of "the other side," as to one of those stories given in Scripture. The allied armies of Israel, Judah, and Edom made a circuitous raid on one of the cities of Moab, and beleaguered it. The King of Moab was so depressed at his position that he sacrificed on the wall his only son, and this so affected the besiegers, with indignation, as the scripture writing says, or with pity as Josephus says, that they retired from the country of Moab. That was the common version, but this stone was erected to commemorate the expulsion of the allied forces by hard fighting. This, however, did not cause them to mistrust the sacred writings; it rather confirmed their belief, but it enabled them to see what the other side had to say.

Going up the stream of time five hundred years higher or 3,000 years ago;—a discovery has recently been made of interest to this Society as investigators of matters in China. They had all noticed in Buddhist temples, on the breast of the Buddha, the figure (below *). Mr. Medhurst had given him a good idea as a descriptive name for it,



as a double Z, the letters crossing each other at right angles, which gives a tolerably correct notion of its form. The character was one of very widespread interest and significance. In Japan it was the symbol of paradise; in China it was used for decorative purposes, for borders, and also to represent the character *Wan* "myriad." It was common, as might be expected, in the Buddhist temples of India, and was found represented in the Ramayana, on all the vessels which conveyed Rama from India to Ceylon. It was found in the catacombs of Rome, and he had himself seen it in the church of Saint Ambrosius in Milan. It had been disinterred on the banks of the Oder, and discovered in Scandinavian inscriptions. It was styled in Scandinavian mythology Thor's Hammer. It had also been met with in the county of Norfolk on Celtic funeral urns, and the specimen transferred to the British Museum. With these remarks regarding the character, they would be prepared to hear with interest that Dr. Schlieman, who has succeeded in fixing the site of Ilium or Ancient Troy, had reached that ruin. Before doing so however he passed through four ruins of other cities that, like Troy, had been burnt. Troy proper was found 50 feet down—it was an ethnological stratum, so to speak, representing as many successive peoples. Among the ruins of this ancient city was found this character, on terra cotta, which Dr. Schlieman and others described as a notched cross, and this discovery enabled them to fix upon the ethnological position of the ancient Trojans and to decide that they were Aryan. Dr. Schlieman endeavoured to make it clear that this and the form of the cross which was rendered sacred on Calvary were symbolical of the ancient pieces of wood which were used by our Aryan forefathers to produce fire, and Bournoff also held this view. The discovery of this notched cross in terra cotta, in ancient Troy, leads to the belief that it was in use among Aryan tribes ere the Indo-European separation took place, when all spoke one language and were one people. Before sitting down, Dr. Macgowan mentioned one other discovery Dr. Schlieman had made, of live toads at a depth of 50 feet from the surface, and supposed to have been contemporaries of Hector. He made the statement on the authority of the learned explorer, who had vouched for it, but to him it was incredible.

Mr. KINGSMILL said the sign referred to by Dr. Macgowan was generally known as the *svastica*, or the *cruz ansata*. It had spread over Eastern Asia through the influence of the Buddhist religion, and there was no reason to believe nor any Eastern association to show that it was of particular antiquity, but it was, he believed, known in Europe in connection with Thor, and was called "Thor's Hammer." Its origin was still unsettled, but it simply seemed to be a curious coincidence that it was taken up by the early nations and used for ornamental purposes, and given a religious signification. With regard to Ancient Troy and its ruins, he feared Dr. Schlieman had thrown some doubt upon what he had advanced regarding the cross, by what he had to say about the toads. It would take a very great deal to make one believe that these toads existed in the time of Hector.

Mr. WYLE said the symbol brought before them by Dr. Macgowan seemed to have come to China from India, but he would like to ask how it came to be used as a variant of the common character for 10,000. It did not seem to have any connection with it.

Dr. MACGOWAN said he had asked native scholars about that, but they could throw no light on it. It might however be ascertainable.

This concluded the business of the meeting.

THE SHANGHAI AND POOTUNG FOUNDRY AND ENGINEERING COMPANY.

The first annual general meeting of the Shanghai and Pootung Foundry and Engineering Company was held at the Shanghai Club on the 24th inst. Present:—Messrs. F. D. Barnes (in the chair), A. Hennequin, E. G. Low, F. G. White, W. K. Kent, E. McLoughlin, W. Stok, W. Schmidt, O. Brandt, M. Banyard, Capt. Macqueen, D. Muirhead, Manager, and J. Mackenzie, Secretary—representing 735 shares.

The CHAIRMAN presumed they might take the notice calling the meeting as read, and as the Report had been in the hands of the Shareholders for some days, the reading of it might also be dispensed with. It stated very fully and clearly the position of the Company at the time; that the profits had only been some Tls. 720, and that this small balance had been caused by the fact that there had been a large falling off in business, which for several months during the period reported on, had been virtually at a standstill, while the wages of the permanent staff had, of course, to be met. There had, however, been any quantity of work since, occupying the staff night and day. He might state that the working of last month, since the Report was made up, showed, according to a rough statement of accounts, a profit of Tls. 2,800, and if it would only continue in the same proportion, they would have a good dividend by-and-by, but of course the great difficulty was during the months of slack time, when it was hard, with the present competition, to make sufficient to pay wages. At the same time the Directors thought that, with the increasing business at the Port, everybody being very friendly to the Company and giving it all the business they could, they ought to be able to make a good dividend. All they wanted was plenty of work. The accounts were stated so as to show the amount actually earned, less the cost of wages and material; the gross earnings were Tls. 78,000, from which had to be deducted the cost of coals and of Chinese labour Tls. 58,000, leaving a balance of Tls. 19,000. The balances on the other side were fully set forth, and the amount stated separately of the cost for manager and foreign staff. The Directors were sorry that the statement of accounts should be so unfavourable, but they were all equally interested as shareholders, and they hoped at the end of the year to be able to give a better report than that now submitted. He would be happy to answer any questions, and now begged to move—

That the Report and Accounts for the past year, as presented by the Directors, be accepted and passed.

Mr. HENNEQUIN seconded and the resolution was passed unanimously.

The CHAIRMAN said the next business was to elect Directors for the ensuing year. Mr. Nissen and Mr. Low retired, but were eligible, and were willing to serve again. But if any other shareholders were willing to join the Board, they would be glad to have their advice and assistance.

Capt. MACQUEEN proposed and Mr. WHITE seconded—

That Messrs. Nissen, Hennequin, Low and Barnes, be elected Directors for the ensuing year.

Passed unanimously.

The CHAIRMAN observed that an extraordinary general meeting had been held on the 19th August last, of which he would read the minutes.

These were now confirmed.

The CHAIRMAN said the next business was to elect auditors. Mr. Kent, who had taken a great deal of trouble with the accounts, and devoted much valuable time to the Company's interests, was compelled from pressure of other business to withdraw. Messrs. Banyard and Morel had agreed to serve, however, and he begged to propose that they be elected for the ensuing year.

Mr. Low seconded, and the appointments were unanimously agreed to.

Mr. SCHMIDT asked if the Directors thought that the Company could be carried on with any prospect of profit to the shareholders.

The CHAIRMAN said the Directors had thought a great deal about the matter, and had gone into several propositions which had been laid before them, in rather a crude shape, as to the future working of the Company, but it would be somewhat premature at the present moment to say what these propositions were.

Mr. WHITE—But in the event of any proposition being entertained a meeting would be called, and the proposal would be laid before the shareholders, if it were in a state to be placed before them?

The CHAIRMAN—Certainly; nothing would be done without consulting the shareholders, as the Directors wished to keep them thoroughly advised of the position of affairs, and for this reason they had put everything in the Report as openly and clearly as possible, so that there could be no possible mistake as to the present position of the Company.

Captain McQUEEN then proposed, and Mr. McLOUGHLIN seconded, a vote of thanks to the Directors, and the meeting terminated.

SHANGHAI GAS COMPANY.

The annual general meeting of shareholders in the Shanghai Gas Company was held at the Club yesterday. Present: J. T. Brand, Esq., in the chair, Sir Edmund Hornby, Messrs. F. B. Forbes, J. G. Purdon, J. I. Miller, J. G. W. Cowie, O. Brandt, W. Saunders, E. McLoughlin, T. G. Mead, and G. J. Yeo, representing 311 shares.

After some delay occasioned by the difficulty of constituting the meeting, owing to the small attendance of shareholders,

The CHAIRMAN said a sufficient number of votes being represented, they might now proceed to business. Having read the notice calling the meeting, he remarked that it was customary to read the minutes of last annual meeting, but as they referred to a bygone year, and there was nothing of special consequence in them, if the meeting were agreeable, they might take them as read.

It was agreed, on the motion of Mr. COWIE, seconded by Mr. SAUNDERS, to take the minutes as read.

The CHAIRMAN said he had now to propose the adoption of the Directors' Report and accounts for the year, and in doing so for the first time—he was not unhopful it might be the last—he was reminded on looking back of the excellent services rendered to the Company by the able and good men who had formerly headed its direction and who had given much time and care to its affairs. Of these gentlemen none had more assiduously looked after the interests of the Company than their last Chairman, whose resignation was as unwelcome as it was unfortunate. The Directors were happy to be able to report that the affairs of the Company continued to prosper, but still, to many original shareholders, the results taken as a whole did not give more than about six per cent since the Company had been formed, and under these circumstances he did not think consumers or the Municipality had much ground for grumbling at the present returns. On the other hand, shareholders would have to make up their minds to do without any higher rate of dividend for some years to come. Many new mains had to be laid down, and in the district of Hongkew, which it was difficult to supply to the contentment of consumers, there was much to be done; while a second holder at the Works was also needed. The Directors could not therefore suggest any less price for gas than was now charged; but as with former members of the Board so with the

present ones, they were only too anxious to produce a good article and supply it at a low rate. So soon as they had carried through the arrangements necessary to perfect the lighting of the Settlements, they hoped to be able also to reduce the price. He would now propose—

That the Directors' Report and Accounts for the year 1872 be approved and passed, and that the balance of Profits during the year, Tls. 9,007.77, be carried to reserve and depreciation fund, as proposed by the Directors.

Mr. MILLER begged to second, and the resolution was passed unanimously.

REPORT.

In laying the annexed Statement of Accounts before the Shareholders, the Directors have the pleasure of reporting on the continued prosperity of the Company.

A considerable increase in the consumption of Gas has taken place during the past year, and the profit on the year's working is satisfactory notwithstanding the increased cost of coal.

The net profits for the year are Tls. 27,007.77, out of which two interim dividends of 6 per cent. each have been paid. The balance, Tls. 9,007.77, the Directors propose to carry to Reserve and Depreciation Fund as heretofore. The amount now at credit of this account is Tls. 12,610.80, Tls. 20,000 having been appropriated from this Fund for Depreciation on Land, Buildings and Plant, as authorised at the last Annual General Meeting.

In order to meet the growing requirements of the Foreign Settlement, considerable outlay on account of Plant has been made during the past year, and in the current year further expenditure will be required on this head; such outlay the Directors propose to make as the funds at their disposal will admit of.

Directors.—Messrs. C. W. Goodwin and S. H. Clarke having left Shanghai, Sir Edmund Hornby and Mr. J. G. Purdon have been elected to supply the vacancies. In consequence of the resignation of Mr. J. I. Miller and the absence of Mr. E. J. Hogg, new Directors will have to be appointed in their stead. The remaining Directors retire in terms of the Deed of Settlement, but are eligible for re-election.

Auditor.—Mr. O. Brandt has placed his resignation in the hands of the Directors, but offers himself for re-election.

PROFIT AND LOSS ACCOUNT—31st December, 1872.	
	Ts.
To Dividend of 6 per cent. on paid-up Capital, declared 7th February 1872.....	9,000.00
„ Transfer from Profits of 1871 to Reserve and Depreciation Fund	7,024.33
„ Dividend of 6 per cent. on paid-up Capital, declared 1st July 1872.....	9,000.00
„ Bad Debts written off	46.44
„ Balance	18,007.77
	Tls. 43,078.54
Cr.	
By Balance, 31st December 1871	16,024.33
„ Profit on fittings.....	435.90
„ Interest	1,338.31
„ Balance Working Account	25,280.00
	Tls. 43,078.54

1873	
Jan. 1st By Balance	18,007.77
(Dependency) dividend to 31st December 1872, paid 7th January 1873	9,000.00
	9,007.77

RESERVE AND DEPRECIATION FUND ACCOUNT—31st December, 1872.	
	Ts.
To Amount written off from cost of Land and Buildings	8,000.00
„ Amount written off from cost of Plant	12,000.00
„ Balance	20,000.00
	12,610.80
	Tls. 32,610.80
Cr.	
By Balance 31st December 1871	25,586.47
„ Transferred from Profits of 1871	7,024.33
	Tls. 3,2610.80

Mr. COWIE proposed—

That the following gentlemen be appointed Directors for the current year, viz: Sir Edmund Hornby, Messrs. J. T. Brand, F. B. Forbes, E. J. Hogg, and J. G. Purdon, with power to add one to their number.

Mr. SAUNDERS seconded, and the resolution was passed unanimously.

It was proposed by Mr. McLOUGHLIN, seconded by Mr. COWIE, and agreed—

That Mr. O. Brandt be re-elected as Auditor to the Company for the ensuing year.

Sir EDMUND HORNBY said he thought they ought not to conclude the meeting without an expression of opinion on behalf of the Directors that it would be much more satisfactory if the shareholders would attend and examine into matters on such occasions as these. Questions might then be asked and explanations given, which would not only assist the Directors in the fulfilment of their onerous duties, but show that the shareholders themselves took an active interest in the Company, and this was the more desirable because shareholders in such a Company were very generally consumers. Complaints were constantly being made, and if some of the consuming shareholders would come to general meetings of the Company, they might get satisfactory answers to their enquiries, or be able to assist the Directors by making suggestions. So far as he was concerned, he would certainly feel his position as a Director to be much more agreeable if the shareholders took greater interest in the working of the Company.

Mr. SAUNDERS thought one reason for the small attendance of shareholders was to be found in the fact that a great number were absent from Shanghai, and it became a question whether it would not be better to reduce the number of votes necessary to form a meeting.

Mr. FORBES thought it would be a mistake to reduce the number, which was only one-fifth of the whole-stock of 1,500 shares.

Sir EDMUND HORNBY remarked that it was found advisable to reduce the number in the case of the Victoria Insurance Co. in Hongkong.

Mr. PURDON said yes; but it was coupled with a recommendation as to the number of shareholders whose presence was necessary, and proxies were disallowed.

The CHAIRMAN said if any shareholder wished for information the Directors would now be happy to give any they could afford.

No further remarks offering,

Mr. McLOUGHLIN proposed and Mr. BRANDT seconded a vote of thanks to the Chairman, and the meeting terminated.

Amusements.

THE S. Y. C. SPRING REGATTA.

Referee Capt. WHYTE, R.N., H.M.S. *Cadmus*.

Judges..... { J. WILSON, Esq.
 { H. BATTEN, Esq.

Starter A. CROAD, Esq.

The second day's sport commenced with a sampan Scramble, for which 17 boats started; the prizes to be obtained were, First boat, \$5. Second, \$4. Third, \$3. Fourth, \$2. Fifth, \$1. Start at 10.45.

About 11.45 a.m. the sampans were drawn up in a line between the Police Hulk and Recreation Ground, when the signal for starting was given, and away they went amidst great noise and confusion. Each sampan had a number, and the favourites selected by the knowing, were Nos. 7, 9 and 11. The first, in his zeal to fulfil the wishes of his admirers, shot off with the lead, but unfortunately for him and also for about six or seven of his competitors, the next boat to him caught his stern, slewed him round, and thereby he was rendered almost helpless, disqualifying as well those who pressed him closely. The result shows that one of the favorites was worthy of being backed. The course was round the French mail steamer and back, and the first prize eventually fell to the bearer of No. 9 flag.

Next came the principal event of the day, for a Cup value \$75. Entrance, \$5. Start at 11 A.M., from moorings off Recreation Ground. No restriction as to rig or ballast. Time allowance—(1) one minute per foot. Standard length of water line, 36 feet. Course, twice round Stakeboat off Half-way Point, and once round Stakeboat off Recreation Ground. Finish between Police Hulk and Reynold's Tower. The entries for this were:

Yachts.	Owners.
<i>Emily</i>	H. Winn
<i>Gracie</i>	T. Brewer
<i>Nimrod</i>	G. B. Hill
<i>Phantom</i>	J. Mackenzie
<i>Fearless</i>	A. J. Little

The whole of the above came to their respective buoys, which were moored in the following order:—

<i>Nimrod</i>	1
<i>Phantom</i>	2
<i>Emily</i>	3
<i>Gracie</i>	4
<i>Fearless</i>	5

No. 1 buoy, as before, being that nearest the Recreation Ground, and the wind being about S.E., the *Fearless* had the weather position. Precisely at 11 o'clock the gun fired, and the *Phantom* was the first to show her muslin, *Fearless* next, and the other three off almost simultaneously. Flood tide still running, all steered for the Pootung shore, to avoid as much as possible its pernicious effects when bound against it. The *Fearless* took the lead, closely followed by the *Phantom*, *Nimrod* 3rd, *Gracie* 4th, and *Emily* 5th. When opposite to Morrice Behncke's, the *Nimrod* lowered her jib and shortly afterwards re-hoisted it, but by this manoeuvre the *Emily* took 3rd place, and *Gracie* 4th, leaving the "mighty hunter" to follow the chase.

The Naval Yard was reached with no perceptible changes of position, when it became a matter of doubt which was the better side of the river to keep, as the flood had not then finished. The *Phantom* and *Emily* "went" for the Shanghai side, the *Fearless* kept midstream, the *Gracie* and *Nimrod* still hugging the Pootung shore. After passing Collyer's Dock the wind was dead aft, and sail was trimmed accordingly. The *Fearless* now began to lag, and on approaching the lower stakeboat, she had yielded to her adversaries the *Emily*, *Phantom*, and *Gracie*, those three going round in the order named, but unfortunately so close to one another that a foul was claimed by each, and also one by the stakeboat from them all. The *Fearless* rounded 4th and *Nimrod* last, without touching.

The aspect of matters was now reversed, for the ebb tide had made, and the course to be followed was dead to windward. The *Phantom* and *Fearless* made good way with all sail, while the *Emily* worked with mainsail and jib, the *Gracie* with mainsail alone, and the *Nimrod* varied her canvas as seemed expedient. The *Phantom* led the van for a short time, but from some cause, unknown to us, she capsized. The *Emily* then went to the front and kept that position round the upper stakeboat, which was doubled thus:

	h.	m.	sec.
<i>Emily</i>	1	29	30
<i>Gracie</i>	1	31	10
<i>Fearless</i>	1	53	45

Previous to arriving at this point the *Nimrod* carried away her mast, and had to anchor in consequence. The race was then virtually between the *Emily* and *Gracie*, followed far behind by the *Fearless*. The lower stakeboat was rounded the second time by the

	h.	m.	sec.
<i>Emily</i>	2	17	30
<i>Gracie</i>	2	18	00
<i>Fearless</i>	—	—	—

In coming up the lower reach, the *Emily* took the ground three times, and the *Gracie*, being more fortunate and being also very ably handled, the race resulted thus:

<i>Gracie</i>	3	48	12
<i>Emily</i>	3	53	45
<i>Fearless</i>	4	57	55

so that *Gracie*, late *Lucy*, is accredited with winning the Cup. There is still, however, some uncertainty connected with the disposition of the event, as we learn that Commodore Little, who sailed the *Fearless*, claims the race on account of his forerunners fouling the stakeboat.

The ships' boat race was won easily by the *Snipe*, the Claimant 2nd, *Hero* 3rd, and *Kuashing's* launch 4th. The *Snipe* passed the post 57 minutes ahead of the Claimant.

THE RACKET HANDICAP.

There were fourteen entries for this handicap, which has been played during the last fortnight with the following results.

Hyalop Turnbull	Cann Dalgleish	Manson Percival	Cooper FitzGerald	Wheelock Maitland	Hickling	Gundry	Scott
7	4	3					
8	5	3					
9	7	5		3			
10	8	6		4			
10	8	6	5	5	3		Scott

FIRST DRAWING.

Cann	15	12	16	15	11=69
Manson	10	15	18	9	15=67
Manson winning 3 out of 5 games.					
Hearn	10	17	11	15	15=68
FitzGerald (reg. 4)	15	14	15	10	18=72
FitzGerald winning 3 out of 5 games.					
Turnbull	15	11	15	15	56
Percival (reg. 4)	12	15	4	6=37	
Turnbull winning 3 out of 4 games.					
Cooper	11	4	15	15	45
Wheelock (reg. 3)	15	15	7	18=55	
Wheelock winning 3 out of 4 games.					
Hyslop	15	15	15	15	60
Gundry (reg. 10)	14	13	17	12=56	
Hyslop winning 3 out of 4 games.					
Maitland	15	18	17	50	
Hickling (reg. 3)	6	14	16	36	
Maitland winning the three games.					
Dalgleish	15	1	15	15=46	
Scott (reg. 8)	11	15	9	10=45	
Dalgleish winning 3 games out of 4.					

SECOND DRAWING.

Manson	6	7	8=21
Wheelock (reg. 5)	15	15	15=45
Wheelock winning all three games.			
Hyslop	15	15	15=45
Maitland (reg. 8)	8	8	10=26
Hyslop winning all three games.			
Dalgleish	12	15	17 4 4=52
FitzGerald (reg. 4)	15	6	15 15 15=66
FitzGerald winning 3 games out of 5.			
Turnbull bye.			

THIRD DRAWING.

Hyslop	17	15	18=50
Wheelock (reg. 8)	16	10	13=39
Hyslop winning all 3 games.			
Turnbull	12	3	16=31
FitzGerald (reg. 7)	15	15	18=48

FINAL GAME.

Hyslop, ...	18	10	16	15	13=72
FitzGerald, ...	16	15	17	12	15=75
FitzGerald thus winning three games out of five, and the handicap.					

HANKOW RACES.

14th April, 1873.

1.—HACK PLATE.— $\frac{1}{2}$ Mile.

Mr. Entwisle's <i>Billy the Beau</i>	1
" Scott's <i>Locust</i>	2
" Graham's <i>Selim</i>	3

Time, 1.5.

2.—MAIDEN STAKES.— $\frac{1}{4}$ Mile.

Mr. Cambist's <i>Helter Skelter</i>	1
" Graham's <i>Windmill</i>	2
" Monetary's <i>Jules Mumm</i>	3

Time, 1.39.

3.—LOTTERY CUP.— $1\frac{1}{2}$ Miles.

Mr. Entwisle's <i>White Squall</i>	1
" Timber's <i>The Baron</i>	2
" Monetary's <i>Pantaloon</i>	3

Time, 3.30.

4.—TAOUTAI'S CUP.—1 Mile.

Mr. Entwisle's <i>Tempest</i>	1
" Graham's <i>Windmill</i>	2
" Timber's <i>The Grand Duke</i>	3

Time, 2.15.

5.—WELTER PLATE.— $\frac{1}{2}$ Mile.

Mr. Entwisle's <i>Billy the Beau</i>	1
" Graham's <i>Selim</i>	2
" Cambist's <i>Too Late</i>	3

Time, 1.8.

6.—FAKEE CUP.— $1\frac{1}{2}$ Miles.

Mr. Scott's <i>Butterfly</i>	1
" Graham's <i>Windmill</i>	2
" Entwisle's <i>White Squall</i>	3

7.—SCRAMBLE.

Mr. Burton's <i>Burlesque</i>	1
" Monetary's <i>Harlequin</i>	2
" De Burgh's <i>Faugh-a-ballagh</i>	3

15th April, 1873.

1.—FLYAWAY STAKES.— $\frac{1}{2}$ Mile.

Mr. Entwisle's <i>Tempest</i>	1
" Cambist's <i>Harum Scaram</i>	2
" Timber's <i>The Grand Duke</i>	3

Time, 1.15.

2.—P. P. C. CUP.—Once round.

Mr. Graham's <i>Windmill</i>	1
" Timber's <i>The Baron</i>	2
" Scott's <i>Butterfly</i>	3

Time, 2.37.

3.—HUPEH CUP.—2 Miles.

Mr. Minor's <i>Pumpkin</i>	1
" Graham's <i>Marmalade</i>	2
" Entwisle's <i>White Squall</i>	3

Time, 5.48.

4.—SCURRY PLATE.— $\frac{1}{2}$ Mile.

Mr. Timber's <i>The Baron</i>	1
" Cambist's <i>Harum Scaram</i>	2
" Scott's <i>Butterfly</i>	3

5.—VISITORS' CUP.—1 Mile.

Mr. Graham's <i>Windmill</i>	1
" Entwisle's <i>Tempest</i>	2
" Cambist's <i>Helter Skelter</i>	3

6.—CONSOLATION STAKES.—Once round.

Mr. Monetary's <i>Jules Mumm</i>	1
" De Burgh's <i>Nabotish</i>	2
" Cambist's <i>Too Late</i>	3

Time, 2.41.

7.—CHAMPION SWEEPSTAKES.—1 Mile.

Mr. Graham's <i>Windmill</i>	1
" Minor's <i>Pumpkin</i>	2
" Entwisle's <i>Tempest</i>	3

Time, 2.43.

Miscellaneous.

MR. NEY ELIAS' JOURNEY.

As our readers are probably aware, Mr. Ney Elias reached England, after his adventurous journey across Central Asia, in February last. The following extract from a private letter sketching his adventures by the way, will be read with interest.

Mr. Elias, it will be remembered, left Kuei-hwa-cheng for the desert early in September, with three Chinamen for companions, one as camel driver an other as guide and interpreter, and having seven

camels of his own so as to be independent of any caravan. "All," he writes, "went fairly well for the first month, after which everything went wrong. To begin with, the guide bolted one fine night with the best of the camels and a quantity of flour, and as the other man knew nothing of the country, I had to navigate my own way to Miassutai, which was a sufficiently slow business in itself and was rendered still more so by the illness of my 'boy,' whom I was obliged to take with me as cook &c., and to relieve in night watches. From Miassutai I expected to go to the S. W., viz to Manas and Ili, but as I arrived there a body of Mahomedan rebels from Kansuh made their appearance in the neighbourhood, and I found it impossible to get animals or guides from the S. W., and had therefore to start for Kobdo. At Miassutai the rebels did not attack the settlement, but, after hovering about for a few days, they left in a S. westerly direction, it was supposed for the neighbourhood of Manas. Kobdo was therefore apparently the only road open to me, and I left for that place with a guide supplied to me by the Governor, but whom I turned adrift shortly afterwards as an impostor, for he knew nothing of the country, and only ate up our precious flour.

"A day or two before arriving at Kobdo, however, I found from the natives that the Mahomedans had just been there (having gone from Miassutai by a circuitous route) and had burned and looted the town. The same night I nearly stumbled upon them in a range of hills to the South of Lake Aral, as they were returning from Kobdo towards the South. However it was only nearly; and a day or two after, I reached Kobdo, or rather what remained of it. The mandarins were all safe, having shut themselves up in the fortress, which the rebels could not touch as they had no guns. The place being, of course, deserted by nearly all the settlers who had not been killed, I could not obtain the necessaries of life even, except through the hospitality of the mandarins; and though these were very civil in giving me what they could, yet they insisted on my making myself scarce and getting into Russian territory by the shortest route, namely across the Altai mountains to the Siberian Settlements on the Katune in the district of Büsk. Thus I never got to Ili at all, and look upon my exploration as more or less of a failure. Being hurried away from Kobdo, and having to pass the Altai mountains in the middle of winter interfered considerably with my geographical work.

"I arrived at the first Russian Settlement about four days south of Büsk, and at Büsk itself on Christmas day; and about a fortnight later started by Russian sledgepost for Nijni Novgorod, where we get the railway for St. Petersburg.—The cold, after the middle of October, was a caution to white bears; and if I had expected to have to face it when I first undertook my journey in May last, I think I should have finked it. I put that inconvenience and the whole of my ill success down to that miserable delay in Peking, where I waited six weeks for an individual who after all never accompanied me. I cannot think, now, how I could have allowed myself to be persuaded by him to stop. Had it not been for that delay, I might have put through the whole of my scheme; for the rebels did not cross the desert till the end of October, and I should have had moderate weather until arriving at Ili. The yarns I was crammed with at Kuei-hua-cheng, about no caravans travelling during summer, I found to be all false. It is as good a time to travel as any other."

THE COMPETITION ON THE YANGTZE. (China Overland Trade Report.)

Competition, which has affected almost every branch of commerce in these parts, is at last

asserting itself with regard to the trade on the River Yangtze. Mr. Holt of Liverpool, who was successful in establishing a line of steamers to compete with the old monopoly of the P. & O. Company, has extended his enterprise, and is now about to enter the lists with the S. S. N. Company, which was even more than the P. & O. looked upon as enjoying a species of prescriptive right to monopoly. The details connected with taking over the steamers of the Union Steamship Company are given elsewhere, as summarised in a Northern paper; but it must not be supposed that this commencement is in any way indicative of the strength of the opposition which has been inaugurated. Mr. Holt has two powerful weapons in his hand for the commercial conflict—large capital, and what is of scarcely less importance, detailed practical acquaintance with every point connected with steamship traffic. The S. S. N. Company no doubt have a large fund in reserve for such contingencies—the fighting fund as it has been called—but they will in this instance have a serious battle to carry through, and it would certainly seem a matter of regret that they have not been able to come to terms with the new competitor, as was at first imagined would be the case; as a sharp competition can only lead to a large and unnecessary loss of capital. There can be no reason why there should be an absolute monopoly on the River Yangtze more than on any other steamship route, and to endeavour to keep up so exceptional a state of things appears to be simply running counter to the natural working of trade, in a manner which, if it succeed temporarily, is almost certain to fail ultimately. It is quite possible that the S. S. N. Company rely to no small extent upon their reputation with the Chinese shippers, and the large number of natives who are interested in the Company; but if such is the case, it must not be overlooked that the Chinese are quite alive to the advantage of cheap rates, and will soon be found giving their support to those who can work the business at the smallest cost. For a time no doubt the connection of the Company with the natives will have its effect, but it cannot be supposed that this will prevail against the force which the opposition have, not only in capital and knowledge of steamship traffic, but in the fact that they have arrangements for taking cargo direct to and from Hankow, the Yangtze ports, and home. This must of necessity give them a great advantage, and will aid them considerably in the competition.

Law Reports.

SUPREME COURT.

Shanghai, 23rd April.

Before SIR EDMUND HORNBY, Knt.,
Chief Judge.

J. T. TAYLOR and others, (the *Black Ball Pilot Company*), v. DAVID C. CAMPBELL.

For Plaintiffs—Mr. WAINWRIGHT.
For Defendant—Mr. ROBINSON.

This was a motion by the defendant's counsel to dismiss the plaintiffs' petition without the defendant's filing any answer—on grounds stated in our report of the case on the 19th inst. His LORDSHIP to-day delivered judgment as follows:—

In this case the 43rd Rule has not been adhered to, of shortly stating the grounds of Law on which a defendant relies to support his application for a dismissal of the petition. The only ground given in the third paragraph of the motion can hardly be said to be ground of Law, and it is, moreover, covered by the Rules of Procedure of this Court (Rule 37) which provide that if it appear that any person not joined as plaintiff and defendant, ought to be joined as plaintiff and defendant, the Court may order the petition to be amended. The defendant should therefore have applied to the Court, to have the petition amended by joining such parties as he says ought to have joined. In this case he would probably have failed upon such an application, because he could not have shown that the parties sought to be joined, consented thereto. I mention this, because, when the procedure of this Court dictates a particular course, that course ought to be followed. I proceed now to dispose of the defendant's

objections to the petition. The first one I disposed of on the hearing of the motion. The second objection was that, *at Law*, such a suit as this, between partners, could not be maintained. I quite agree with this, but this is not an action *at Law*, but an application to what may be termed the equity side of this Court, to do that which it is by no means unusual for a Court of Equity to do; namely, to order one of several partners, specifically to perform a part of the partnership contract, which, it is alleged, he refuses to do. Then as regards the fourth objection, that even in equity the Court cannot grant what the plaintiffs ask for—I think it can. A Court of Equity does not decline to interfere in partnership matters except for the purpose of ordering a dissolution. There are numerous authorities for showing that the Court of Chancery does frequently and constantly interfere in such matters without saying one word about dissolution. Nor is this a matter of internal regulation, with which a Court does not, as argued, usually meddle, but it is a matter that strikes at the very root and object of the partnership, and I am also at a loss to see what laches the plaintiffs have been guilty of which precludes them from asking the interference of this Court. I then come to the question of whether all the proper parties are before this Court. Now the object of the rule of Courts of Equity, that all parties interested should be represented, is clear: it is that the Court should hear what all parties interested have to say, and should not be led into making decrees that might possibly affect absent parties, and to prevent a defendant being harassed by as many suits as there are parties interested; and the modern practice of the Court of Chancery seems to be, when the Court can see that by its decree no one can be damaged, and that it has the power to prevent multiplicity of actions, to relax a rule which creates difficulties and prevents it doing complete justice. Here all the partners have had an opportunity of appearing, but decline to appear, and under rule 37 this Court cannot force them. To give effect therefore to the objection of the defendant under this head would be to debar the plaintiffs from taking the opinion of this Court as to whether the defendant was liable under the partnership agreement to pay in his earnings to the common stock of the Company—simply because some of the other partners did not consider him liable, or declined to press him to perform his agreement. Then it is said that they might be made defendants, but what pretence is there for making them defendants when the plaintiffs have no claim against them, and as against them the application would have, as the defendant's Counsel intimated, to be dismissed with costs? By the procedure of a Court of Equity, when there are parties who have an interest in resisting the demands of the plaintiff, it is necessary, in most cases, but not always, to join them as defendants, but I see nothing in our procedure which obliges a man to join as defendants persons from whom he asks nothing, and from whom he seeks nothing. In *Lindley on Partnerships*, p. —, it is said that the Court of Chancery will not insist on the joinder of all parties, where the particular sum and the particular share sought to be recovered by one is fixed and ascertained. In the present case the amount is fixed, and the shares of the plaintiffs are fixed, and if this is sufficient to create an exception to the rule, I see no reason why it should not be made in this case. But I am unwilling to rest it on this narrow ground. I take the broad one that a difference of opinion has arisen between several partners as to the liability of another of them to contribute certain earnings he has made, between certain dates, to the common stock;—some of the partners want the opinion of the Court on this matter, others of the partners don't want it, and decline to ask for it; why should the partners who do want it, be debarred by some technical rule of procedure of the Equity Court in England from getting it. I see no reason why. In no case can the partners who decline to join in asking the Court for an opinion be damaged, except indeed they have done what the defendant is alleged to have done. In no sense can any decree that can be made be prejudicial to them, nor are their interests involved, except so far as if the plaintiffs succeed they may be entitled to something from the defendant; and I am wholly at a loss to see why I should arbitrarily interfere to prevent these plaintiffs from ascertaining the liability of the defendant. The simple question which will be before

the Court is this. Is the defendant liable under his partnership agreement to pay in the particular earnings which he may have earned while acting as Pilot to the P. & O. Company between the 1st March and 30th of June, to Messrs. Hall & Holtz? If under that agreement he is not, *cadet quaestio*. If he is, then the plaintiffs seek a decree ordering him to pay them in. This is an issue that can easily be settled, and I see no objection to its being stated for settlement. If I saw that any decree that I could make would be prejudicial to the interests of any of the other partners, or if I saw that the defendant could be harassed by subsequent proceedings, on their part, I should certainly not make it without giving an opportunity of being heard; but I will not insist upon all parties being joined against their will, either as plaintiffs or defendants, simply in the latter case dismissing the Bill against them with costs; which in other words would be to put this pressure of costs on the plaintiffs in order to deter them from moving further in the matter. The order I make therefore is this, that the motion be rejected, and the defendants be ordered to plead; that notice be given by the present plaintiffs to the other partners that they are at liberty to join as plaintiffs if they think fit. If they do not think fit, or do not reply to the communication within one week, then the issues between the partners on the Record will be settled by this Court on any application made for that purpose on any day to be arranged between the parties, and the case will proceed and be determined on such issues. My object in ordering notice to be given to the other partners is to prevent the defendant being harassed with any other suit that they may institute against him for the same cause of action.

Mr. ROBINSON submitted that his Lordship could scarcely make such an order, but that defendant should be allowed to put in an answer within the usual time.

His LORDSHIP said he merely wished to settle the issues, if that were desired, and defendant could file an answer within eight days.

Mr. ROBINSON said as to costs up to the present, it would be very hard to charge them to the defendant, who had tried to put an end to the litigation by a short cut, and by a mode which would save expense to all parties. Supposing it turned out on the trial that judgment was for him, he ought to have his costs in the cause.

His LORDSHIP, referring to the reasons he had given in his judgment for overruling the demurrer, refused.

In reference to a remark about adding the other partners of the Company to the record,

Mr. WAINWRIGHT said one of the partners, Mr. Snowden, had given authority to have his name replaced on the petition, it having previously been withdrawn on an *ex parte* application to the Court.

Mr. ROBINSON said, as a matter of Court practice he should like to know about that. He submitted that the Court had no power to permit the withdrawal of one of the parties to a suit without the consent of the other side.

His LORDSHIP understood the application to have been made with consent, and that Mr. Wainwright had been in communication with Mr. Robinson about it, else he would not have struck out the name.

Mr. WAINWRIGHT recalled to Mr. Robinson that he had spoken about it.

Mr. ROBINSON had no objection to the name being replaced; he simply wished to understand the practice followed. He had not observed that his Lordship in giving judgment touched on the point raised in defendant's demurrer that the plaintiffs, not having any exclusive right in the sum claimed, could not sue for it.

His LORDSHIP said he had not been able to find all the cases on that point, but there were cases where parties not having exclusive interests had had relief afforded them.

Mr. ROBINSON believed that was where the transactions were of a nature separate and distinct from the ordinary partnership interests.

FRENCH CONSULAR COURT.

21st April, 1873.

Before M. E. GODEAUX, Acting Consul and M.

M. MAIGNAN and GARNIER, Assessors.

MILSOM & TOD v. THE COMPTOIR

D'ESCOMPTE.

Mr. ROBINSON appeared for Plaintiffs.

Mr. RICHARD appeared for the Defendants.

The plaintiff will explain the nature of the case.

SHANGHAI, 9th April, 1873.

A MONSIEUR LE CONSUL-GENERAL de France
à Shanghai.

SIR,—We beg to inform you that we desire to take proceedings against the Comptoir d'Escompte de Paris (Shanghai Agency) for dishonouring cheques drawn by us on them.

Our firm consists of the following members, namely: John Crawford, Edward Holdsworth and Albert Milsom, all of Shanghai, and trading there under the style or firm of Milsom and Tod.

The facts of the case are the following.

We keep a banking account with the Comptoir d'Escompte, and that Bank has also from time to time purchased bills from us drawn against Silk, which we have been sending to Europe, the silk against which the bills were drawn being on each occasion hypothecated to the Bank.

The course of dealing between ourselves and the Bank on the occasion of such purchases of bills, from us, has been for the Bank on receipt of the bills and documents at once to place the amount of the bills so purchased to the credit of our current account, and for us to draw cheques upon such account upon the footing of its having been so placed.

On the 3rd instant, a transaction of this kind was arranged between ourselves and the Bank, the Bank purchased bills drawn by us upon Messrs. Milsom Poy and Ch. Berry of Lyons, taking as collateral security for the acceptance and payment of said bills 25 bales of silk, against which the bills were drawn. The result of the transaction was that the sum of Tls. 10,104.34 was placed by the Bank to the credit of our current deposit account with it.

Upon the 4th instant we drew a cheque upon the bank for Tls. 9,467.50 in favour of Chiu-Yuen-Tai, a Chinaman, in payment for the said 25 bales of silk hypothecated to the Bank as aforesaid. The said cheque was payable to Chiu-Yuen-Tai or bearer, and was presented on the same day during the ordinary business hours, when to our great surprise payment of it was refused by the Bank.

The reason given by the Bank for its refusal to pay the cheque was that the Bank had received intelligence by telegram that Messrs. Milsom Poy and Ch. Berry had stopped payment. We had received no such intelligence, although we have since received a telegram to the same effect.

Assuming it to be a fact that Messrs. Milsom Poy and Ch. Berry have suspended payment, we contend that that does not affect our right to have the cheque drawn by us on our current deposit account with the said Bank honoured. The transaction as between us and the Bank as to the purchase of the Bills in respect of which the sum Tls. 10,104.34 was placed to our credit by the Bank was completed. The money had been transferred to our account, and whatever claim the Bank might ultimately have upon us in respect of the said last mentioned Bills, or upon any other account, it had none that it had a right to enforce at the time when it refused payment of our cheque.

We contend that according to the law and practice of Bankers and their customers, the said Bank was, on the 4th April instant, and has continued, bound to honour or cash any cheques or orders for the payment of any sums of money which we chose to send to the said Bank, to the extent of the balance standing to the credit of our current deposit account with the said Bank at the time of the presentment of such cheques or orders.

Our firm and the firm of Milsom Poy and Ch. Berry are quite distinct, no partner in the one being a partner in the other.

On the 5th instant, the said cheque for Tls. 9,467.50 was again formally presented to the said Bank and payment of it was again refused. On the 8th instant, we drew a cheque on the said Bank in favor of ourselves for the sum of Tls. 10,620.12, but payment of it was also refused by the Bank. Under these circumstances we have to apply to you for redress. By reason of the conduct of the Bank our credit, particularly amongst the native silk merchants, has been injured, and we have already suffered and are likely hereafter to suffer serious loss therefrom. We therefore desire to sue the Bank for damages, and we have to ask you to be so good as to arrange for the case being forthwith brought to trial. The damages we claim are Tls. 5,000.

We also ask that the Bank may be ordered to pay us the sum of Sh. Tls. 10,334.73, being the balance now in their hands to the credit of our current deposit account, together with the costs of the suit.

We have the honor to be, &c.

MILSOM AND TOD.

Mr. ROBINSON said the case was a very important one, not only as regarded the parties concerned, but as affecting the manner in which business is carried on, in China, between Foreigners and Foreigners, and between Foreigners and Chinese. Before proceeding to plead his Clients' cause, he would explain the mode of conducting affairs in such a case as the one in question. It was evident that, in buying produce to so large an amount as was frequently involved, merchants had to obtain advances from the Banks. The native merchants were obliged to entrust their produce before payment for it to Foreign merchants who, after having satisfied themselves of its value, and agreed on terms of purchase, shipped it, and sold bills drawn by the ship-

pers against the produce or consignees in Europe, paying the native seller the day after the departure of the mail, with the proceeds of the Bills. It was evident that, for such transactions, the best faith was necessary on both sides. These points were necessary to be pointed out, as bases on which the Court would consider the circumstances.

He believed the facts of the case were not disputed. As was explained in the letter that had been read, the house of Milsom and Tod had a current account with the Comptoir d'Escompte, and was also in the habit of negotiating bills of exchange with them. On the 3rd of April they proposed to the Comptoir to sell them their drafts on Messrs. Milsom Poy and Ch. Berry of Lyons, and offered to hypothecate 25 bales of silk as security. The transaction was completed; the silk was bought, the drafts and shipping documents were handed to the Comptoir, and the Bank placed to the credit of Messrs. Milsom & Tod's current account a sum of Tls. 10,104, the equivalent of their drafts.—And here he would take the opportunity of asking Mr. Richard to remark any point in which he might consider his statement inaccurate, in order that they might come to an understanding as they went on. So that, if he were not interrupted, he should consider his statements were assented to.—[Mr. Richard assenting, Mr. Robinson continued.] The sum of Tls. 10,104 was, then, placed to the credit of Messrs. Milsom and Tod, on the 3rd of April, and they on the 4th drew a cheque for Tls. 9,467.50 in favour of the Chinaman who had sold the silk. But when this cheque was presented, it was handed back with the remark written across it: "please refer to drawer." The cheque was not honored. Mr. Tod saw the manager of the Bank, who informed him that the motive of the refusal was the receipt of a telegram mentioning the suspension of Messrs. Milsom Poy and Ch. Berry of Lyons, on whom they had drawn. Discussions ensued without result, and on the 8th April, Messrs. Milsom and Tod drew a second cheque for the total sum at their credit, in order to bring matters to an issue; and payment of this second cheque was refused also. Messrs. Milsom and Tod now proceeded against the Comptoir for refusing payment of the two cheques, and as a House sustained damage by such a check to its credit as was involved in the refusal of its cheques, they claimed compensation for this injury.—These were, he believed, the facts so far as he knew them. The conduct of the Bank raised the question, had it or had it not a right to refuse payment of these cheques? The whole question turned on the right to refuse the first cheque; so he would confine himself to that only. If it had a right to refuse payment of one, it had a right in case of the other; and *vice versa*. *Prima facie*, it was evident the Bank had no right to refuse payment of a cheque for money in its hands. The first duty of a Bank was to honor drafts up to the full amount in its hands; otherwise the position of its customers would be intolerable. How could business be carried on if a banker might at any time refuse to pay a cheque? The true position was this: a customer lends money to a bank on the condition that his cheques shall be honoured on demand to the extent of his balance. This definition of the relative rights and duties was, he thought, incontestable; and, taking it as a basis, what was there in the present circumstances to justify the Bank in departing from its duty?—The Bank said, it had received information of the suspension of a house at Lyons, on which Plaintiffs had drawn. This motive was assigned to Mr. Tod, when he asked the manager the reason of their refusal. But he would reply, first, that time was wanting; it was impossible for the Bank to have legal proof of the failure. A telegram signified nothing by itself. One doesn't know where it comes from; it may be malicious, it may have no foundation, it may be erroneous. Everyone knew that errors constantly occurred in telegrams. He adduced these observations to show that there are good grounds why a telegram should not be accepted as legal proof. Then, if it was not legal proof, there was no justification for the Comptoir.—But, even admitting for a moment that the intelligence is true, that the Comptoir had evidence that the house Milsom Poy and Ch. Berry of Lyons had suspended payment—what right had they acquired by this knowledge? If, on the 4th April, the Comptoir held bills drawn by Messrs. Milsom and

Tod on Lyons, those Bills were guaranteed by hypothecation of silk; and until the security was realized, they could not know the state of their account with Messrs. Milsom & Tod. In default of evidence, the Comptoir cannot say the result will be in their favour or disfavour. When the account sales are received, the Bank can settle its accounts with Messrs. Milsom and Tod, but its present action is founded on sufficient reason. The mere fact of the suspension of Milsom, Poy, and Ch. Berry, even supposing there was evidence of it, proves nothing against Milsom & Tod. But he expected the Comptoir would contend that, on the failure of the Lyons house, it had recourse against the drawers of the Bills. Recourse! yes; but not a right to seize their funds. And recourse, only after proof of facts justifying recourse.

But before having this recourse, certain formalities must be strictly observed—especially the Notification of Protest.

He would beg the attention of the Court to Articles 163 and 165 of the Code de Commerce which run—

Art. 163.—The holder is not dispensed from the protest in default of payment, either by the protest in default of acceptance or by the death or failure of him on whom the Bill is drawn.—In case the acceptor fails before the Bill's maturity, he can have a protest made and exercise his recourse.

Art. 165.—If the holder takes recourse individually against the drawer, it must notify to him the protest, and in default of reimbursement summon him before a Court within fifteen days after the date of the protest, if he resides within a distance of 5 myriameters. This delay in case of a drawer living more than 5 myriameters from the place where the Bill is payable shall be augmented by one day for each $\frac{1}{2}$ myriameters beyond the first 5.

It was distinctly laid down in these two Articles that, before the Comptoir had any recourse, it must notify Milsom and Tod of the protest. And Art. 163 provided that after the expiration of these delays the holder lost all his rights against the endorsers. He would also beg attention to Art. 175 of the same Code which says:—

No act on the part of the holder of a Bill of Exchange can supply (suppléer) the act of protest except the case foreseen by articles 150 and the following, regarding the loss of a Bill of Exchange.

These were the formalities required by French law to give the holder of a draft recourse against the drawer; but in this case nothing of the sort had happened.—He would further quote a well known author, Leone Levi, on International Law, who laid down that in France—

The drawer, indorser and securities are responsible for the payment of the Bill because they have not only sold a credit but they have promised that the same shall be paid by the drawee. But as each of them has promised to pay only in case the drawee should not pay, it is necessary to give proof of such refusal, and to show the cause of it, whether it be death, absence, or bankruptcy. The special act which furnishes this proof is the protest.

The object of the protest is to show that the holder has taken care to have the bill presented for payment the day it became due, and that the same was refused. If it be proved that the holder did not present the bill on the day of maturity, and that the drawee failed the day following or the day when the protest was made, he would lose all right of recourse.

These extracts explained the position he took for Messrs. Milsom & Tod. He asked the Court: without the production of the protest, how could it say that all formalities had been fulfilled, and the right of recourse established as shown by Art. 165. Until notification of the protest to Messrs. Milsom & Tod, the Comptoir was not in a position to reclaim from Messrs. Milsom & Tod, much less to impound their funds. He contended that the right claimed by the Comptoir was a right unknown by commercial men. If the right existed, it would bring about such uncertainty in the relations between Banker and Customer, that it could not be sustained; the latter would never know when his cheque might be honored or refused. If the right existed, there must be plenty of precedents both in England and France, for the commercial law was very similar in both countries, and he at least knew of none such. Therefore he said the Bank had no right to refuse payment of his client's cheque; and the uncertainty which such a right would introduce, especially in a country like this, where good faith is so much relied on, showed how unreasonable was such a claim. The injury to the plaintiffs' credit by the action of the Comptoir was obvious; and he believed the Court would not hesitate to order payment of the balance of £10,394 standing to their credit, of the moderate sum of £5,000 claimed as damages, and of costs. He had not offered any proof, as he understood there was no dispute as to the facts; but he had witnesses to prove them if necessary.

Mr. RICHARD, in replying, admitted the accuracy of the facts as stated by Mr. Robinson; but could not admit the claim of Messrs. Milsom & Tod in respect to the £3,010.5 in question. He might confine his argument to clauses 7 and 8 of the old and new contracts that were signed here by the firm in respect of bills bought from them by the Comptoir.

7.—also agree, that notwithstanding the delivery to you of the above-mentioned Goods and the Documents thereof as collateral securities for the due acceptance and payment of the said Bill first above-mentioned, yet that recourse may be had against — as drawer, for payment of said Bill immediately upon the happening of any of the events specified in Clause 4 [whether acceptance be conditioned or not], in the same manner as if the said securities had not been delivered to you; but such recourse if taken, shall in no manner prejudice your title thereto.

8. The delivery to you as aforesaid of the above-mentioned collateral securities is not to prejudice any of your rights in the said bills in case of dishonor, nor shall any proceedings taken thereon prejudicially affect your title to the said securities,

And in case of default in acceptance or payment he relied on the right given him by Art. 4.

4. In case default should be made in acceptance or payment of any of the said Bills, or if the Drawees or Acceptors should suspend payment, or apply for or take the benefit of any Act for the relief of Insolvent Debtors, or petition for protection, or be adjudicated Bankrupt, or execute any Deed of Arrangement, Composition, or Inspectorship, or take any other steps whatsoever towards effecting a compromise or arrangement with their Creditors during the currency of the said Bills, you may, at any time after either of the aforesaid events taking place, sell the said Goods or any part thereof, without notice to or the concurrence of any person whatsoever, without waiting for the maturity of the said Bills and either by public auction or private sale. And in this case you are to be at liberty to act in all respects as if you had been the direct Consignee of the Goods, charging such Commission and being accountable as is usual between a Merchant and his Correspondent in ordinary cases; and shall apply the net proceeds of any sale or sales thereof (after deducting any payments made under the powers herein contained, with Interest thereon, and the usual Commission and Charges) in payment of the said Bills, with Interest, if overdue, and with re-exchange and other charges, the balance, if any, to be retained and applied by you in liquidation of any debt or liability of mine to you, whether or not the same be then due or ours ascertained, it being hereby agreed that the Goods themselves until sale shall be liable for, and be charged with, the payment of all such Disbursements, Interest, Commission, Charges, Re-exchange, Debts or Liabilities as aforesaid; and $\frac{1}{we}$ hereby agree that all Account Sales and Accounts Current furnished by or through you in respect of the said Goods shall be received by $\frac{me}{us}$ as sufficient evidence of the accuracy of the transactions to which they respectively refer, and shall not be open to objection of any kind.

He produced a form of contract containing these clauses, signed by Messrs. Milsom and Tod.

M. GARNIER asked whether it was admitted that the draft in question was under the régime of these conditions?

Mr. ROBINSON said the drafts in this case were governed by the new contract of hypothecation, and previous drafts by the old contract, but there was little difference between the two.

Mr. RICHARD continued, on the 2nd April 1873, the Comptoir d'Escompte bought, through M. Morel, a draft for £3,010.5 by Messrs. Milsom and Tod on Messrs. Milsom Poy and Ch. Berry of Lyons, without a letter of credit on these latter. On the 3rd April the Comptoir received the documents, and credited Messrs. Milsom and Tod with the amount, according to custom. There was never any question of special destination of the sum to such or such a person; the Bank simply placed it to M. and T.'s credit. On the 4th April the Comptoir received news by telegram of the failure of Messrs. Milsom Poy and Berry, news which have been since confirmed by other telegrams, including one to the address of Milsom and Tod. The Comptoir held bills for about Frs. 71,763 and £5,433 drawn by Milsom and Tod on Milsom Poy and Berry, of which Frs. 136,000 were en route and not accepted, and frs. 71,763 had been accepted by the Lyons firm. The Cashier was at once ordered to suspend payments on Messrs. Milsom and Tod's account; and they were themselves informed of the news. Mr. Holdsworth was ill; Mr. Milsom was in Japan; and the Bank had to deal with Mr. Tod; and the latter, in conversation with the manager of the Comptoir, said that the failure of Milsom Poy and Berry would probably entail that of Milsom and Tod at Shanghai. The manager of the Hongkong and Shanghai Bank who was present, was ready to testify that Mr. Tod had made to him the same avowal, on three different occasions. This was, in itself, sufficient to give the Bank

suspicious of Milsom and Tod, and to justify them in looking after the safety of the bills which were en route. Without speaking of possible differences through depreciation of the merchandise which forms the collateral security of the bills accepted by Milsom Poy and Berry, and of the various expenses involved in the returns, the suspension of M. P. and B. and consequently the non-acceptance of the Bills en route will make the Comptoir creditors of M. and T. for their drafts en route, say £5,433. This debt cannot be established by documentary evidence, on account of the distance from Lyons; but he (M. Richard) was willing to engage himself under security of £100,000 to produce them by and bye. Two facts which were incontestable were that the bills to be accepted by Messrs. Milsom Poy and Berry arrived at maturity on the day the latter suspended payment, and that these drafts have been dishonored and protested. The bills drawn by Milsom and Tod at the end of March and beginning of April will also be dishonored and protested at Lyons on their arrival, for the drawees will have suspended payment about half a month. The forced maturity of the bills drawn by Messrs. Milsom and Tod was shown by article 444 of the Code de Commerce which says—

The adjudication (jugement) declaratory of failure renders exigible from the bankrupt debts not yet matured. In case of failure of the acceptor of a Bill of Exchange, the others concerned (i.e. the Drawers) must give security for payment at the date of maturity, if they do not choose to pay immediately.

What better security could Messrs. Milsom and Tod offer the Bank than the money which it had in hand, and which it had a right to seize under the Code de Procedure Civile:

Art. 557.—Every creditor may, in virtue of authentic or private titles (en vertu de titres authentiques ou privés) seize or arrest in the hands of a third party any sums and effects belonging to his debtor.

Still more must the Bank have power to seize moneys in its own hands. This article 557 was moreover a natural consequence of article 120 of the same Code which provides that, on the notification of the protest in default of acceptance, the drawers are bound to give security for the payment of the Bill at its maturity, or to repay the amount with the costs of the protest and re-exchange. Could Messrs. Milsom and Tod affirm that their drafts will be accepted? By whom? Messrs. Milsom Poy and Berry, on whom they are drawn, do not exist. If they say friends may intervene and take them up, they do not know that the Bank will accept the intervention; and even if it does, that would not affect its right on the drawers. It is laid down in—

Art. 128.—The holder of a Bill of Exchange keeps all his right against the drawers, in case of default of acceptance by the person on whom the Bill is drawn, notwithstanding any acceptance by intervention.

Again, if the Bank wished to protect its rights in another manner, it had the recourse laid down in Art. 164 of the Code, which says the holder of a protested Bill may, in default of payment, exercise his right of obtaining security either individually against the drawer and each of the endorsers, or collectively against them all. Why then should not the Bank take action to secure itself, when the Code Napoleon says—

Art. 2092.—Whoever enters into a personal obligation is bound to fulfil his engagement to the extent of all his goods, moveable and immovable, present or future—And when this article, as well as all the others he had quoted, constrain Milsom and Tod to sacrifice themselves in some way for the Bank's security? Messrs. Milsom and Tod seemed to wish to fulfil their engagement towards the Bank by telling it simply to be satisfied with one of the securities—namely the produce—they gave it at the time they negotiated the draft. They offer nothing to replace the accessory security, which has disappeared. But they cannot say that the silk alone represents the Bank's security, and that the endorsement of the drawer's counts for nothing. The silks were given as collateral security, helping to form the general security which comprised—1° The signature of the drawees; 2° the endorsement of the drawers; 3° the merchandise. These three things constituted the general guarantee of their Bills of Exchange en route for Lyons since the 27th March and 3rd April. It was for these reasons, and in presence of the statement of Mr. Tod, that the Comptoir d'Escompte thought itself authorised to arrest the sum of Frs. 10,620, which was standing at the time to the credit of Messrs. Milsom and Tod; holding itself ready to hand them all the collateral securities which are in the hands of

the Bank, after reimbursement of the running Bills. The Comptoir did not think the action it had taken could be considered, or constitute, an injury to the credit of the firm Milsom and Tod, when the representative of that firm had stated that it would probably be obliged to suspend payment. The Court could not ignore the losses which were occurring on consignments of silk; the fact was patent to all the world. He held in his hand account sales showing a loss of 25 per cent on one consignment.

Mr. ROBINSON said the Court could not take notice of the losses that were happening. What did they prove against Milsom and Tod? It does not follow that because A's silk loses, B's must lose also.

M. RICHARD insisted that the depressed state of the silk market was notorious.—To continue, however, did not the failure of Milsom Poy and Berry of Lyons itself affect the credit of Milsom and Tod of Shanghai, who were intimately connected with their Lyons friends by strong ties? Mr. E. Milsom, one of the members of the Lyons firm, was, only two years ago, the head partner of the house of Milsom and Tod in Shanghai. He appealed to the members of the firm present, as to the fact?

Mr. ROBINSON said this was a mere supposition, and suppositions could not be made ground of argument.

Some conversation followed about the drafts. It was shown that the draft of the 3rd April was accompanied by a new form of contract, the previous drafts were accompanied by another form.

In reply to the Consul-General, M. RICHARD said the bank were creditors of Milsom and Tod, for this and for other sums under previous drafts (11th Sept., 11th Oct., and 27th March). Bills do not represent exactly the value of the silk drawn against.

Mr. ROBINSON said it was the Bank's business to judge whether they would buy a Bill drawn against so much silk; if they thought there was not enough silk for the amount, they said: No. If they were satisfied there was sufficient, they bought.

M. RICHARD said the Bank had still the right of reclaiming against the drawers.

Mr. ROBINSON—Reclaiming! Yes. But not to seize their money.

Replying to M. Richard's arguments, Mr. ROBINSON said, he understood Mr. Richard to rely greatly on Arts. 7 or 8 of the old form of hypothecation. But M. Richard had not touched in the least the arguments that he (Mr. Robinson) had addressed to the Court. There was no doubt the Bank could have recourse against the drawer of a Bill directly after either of the events specified, but only in these events; and these events must moreover be proved. It was not enough for the Comptoir to say they had happened. Before production of the notice of Protest they had no rights against Messrs. Milsom & Tod. The 165th Art. of the Code de Commerce, which he had quoted, laid down that course of action. [M. Richard here called attention to Clause 557 of the Code de Procédure Civile, which he had quoted.] The Comptoir had no title, such as was referred to in Clause 557, in evidence. In case Milsom Poy and Berry pay the draft on presentation, or in case the silk comes out above the value of the Bill, or in case Milsom and Tod pay the balance as after sale of the goods, the Bank will have no claim on Milsom & Tod. [M. Richard again said he relied on clauses 7 and 8 of the Contracts]. Evidence of dishonor of the Bills must be brought forward; otherwise the Bank was not acting within the terms of the three clauses 4, 7, & 8, referred to. But the Articles M. Richard had quoted did really not bear on the question at issue. The subject of Bills of Exchange was a subject by itself, dealt with in a Chapter of itself; and the rules laid down in this Chapter could not be disregarded. M. Richard had referred to a statement made by Mr. Tod. If the Court thought that statement material, he (Mr. Robinson) would ask it to examine Mr. Tod. The case was really quite simple. The Comptoir claimed a certain right. Milsom and Tod replied: till the production of certain evidence, the Bank has no rights. Until the production of such evidence, the Court must place Milsom and Tod in the position in which the law places them; and here he again asked the Court whether it wished any evidence. [The Court intimat-

ing that it considered evidence unnecessary, Mr. ROBINSON continued:—The article 444 of the Code Civile to which Mr. Richard had referred, applied to circumstances quite different from the present. "It referred to an adjudication of bankruptcy," (judgement déclaratif de faillite.) There was no adjudication of bankruptcy here; there was only a rumour, perhaps there was no failure at all. The article had therefore no application. All they had to do with at present was refusal by the Bank to cash a cheque. The Law said, to give the Bank a right to claim on the drawer of a Bill it must produce the Protested Bill. The Comptoir did not do this, and had nothing to go on.

M. RICHARD said, as Mr. Robinson was insisting on evidence, Milsom and Tod had evidence in their own telegram.

Mr. ROBINSON said his clients did not deny the telegram; it was admitted in their Pleint. But a telegram was not evidence, and moreover nothing proved that, if the Bills were returned, Milsom and Tod would not be able to meet it.

M. RICHARD thought the accuracy of the telegram might be admitted; its correctness was corroborated and undoubted. It was a question of good faith.

Mr. ROBINSON said if it were a question of good faith, he thought the case would appear to be one of very bad faith on the part of the Bank. The Bank on the 3rd April received certain documents given by Messrs. Milsom & Tod to obtain funds to pay for produce and, on the following day, impounded (mit main basse) both funds and documents. At the risk of being accused of repetition, his clients again desired him to say that there was nothing to show Messrs. Milsom & Tod were not in a position to meet all the Bills they had drawn. There was not the slightest evidence; and the Bank had no right to assume their inability.

M. RICHARD said the clauses 7 and 8 of the contracts gave him a right to reclaim.

Mr. ROBINSON—"In an event."

M. RICHARD again urged that the telegram was proof of the event.

Mr. ROBINSON said a telegram might become evidence when you proved its authenticity, just as a letter did.

M. RICHARD showed his telegram signed by his Head Manager.

The CONSUL understood that Clause 7 of the small form of contract was referred to?

Mr. ROBINSON assented. This gave "recourse" against the Drawer. But, he asked M. Richard, what recourse did the Bank want? Let it present the dishonored Bills first with evidence of their dishonour.

M. RICHARD again insisted that he could make Milsom and Tod pay at once under Clauses 7 and 8.

The COURT asked M. Richard.—Have you informed the firm of your telegram, otherwise than by your refusal to cash their cheque?

Mr. ROBINSON said the first notice of the action of the Bank was its refusal to cash the cheque.

M. RICHARD said he sent the accountant to Messrs. Milsom and Tod at once, on receipt of the telegram, without the loss of a minute. The cheque was refused in the interval. He went afterwards himself to see them.

It was explained to the Court that the balance at Milsom and Tod's credit on the 3rd April was £ 10,620.15; the first cheque drawn in favour of the Chinaman was for £9,467.50. Since then the Bank had paid the Insurance premium, reducing the deposit to £10,324, which was the sum now claimed.

In reply to M. Garnier, M. RICHARD said he knew of the failure when he paid the insurance. He paid it to protect the Bank's security.

After a short withdrawal, the Court intimated that it reserved judgment, but we understand that a compromise has since been arranged between the parties.

MIXED COURT.

Re TATE & HAWES v. CHUNKEE.

In Appeal.

Extract from note of Taotai to H. M. Consul, Shanghai.

10th April, 1873.

I have now received a report* from Lu Yuan-sheng and others (members of the Tea Corporation), giving their decision in the case of Tate and Hawes v. Chunkee.

In their opinion Messrs. Tate and Hawes should look to Messrs. Weston & Co., for the recovery of the Two Thousand Taels; it does not seem right that they should fall back on Chunkee on the plea that they hold his hypothecation bond, and this decision appears to me just and equitable.

A true extract,
(Signed) BYRON BRENNAN.

* Lu Yuan-sheng, Chiang Yu-chang, Hsi Liang-chih, Tang Ching-hsing and others, members of the Tea Corporation, address the following representation in reply to the Taotai, shewing how in obedience to his instructions they have consulted together with a view to the equitable arrangement of a matter in dispute.

On the 29th day of the 2nd moon (27th March 1873) the Corporation had the honor to receive the following order:—

"The case of Messrs. Tate and Hawes v. Chunkee, for recovery of money advanced on teas, has been tried, but no decision can be come to owing to the conflicting statements of the parties. The Corporation is therefore instructed to deliberate together as soon as possible, so as to suggest a decision that shall be just and in accordance with the facts of the case, and report."

In obedience to this, the Corporation would observe that it is well recognized in the trade between Native and Foreign Merchants in Shanghai, that whenever money is advanced on the security of goods the goods shall be liberated only on payment of the money in full. But if one foreign merchant accepts another foreign merchant's guarantee, and on the faith of that proceeds to liberate the goods, it is entirely an optional proceeding, arising out of the mutual confidence of the persons concerned, and neither party can compel the other.

Again, when goods hypothecated to a foreigner are stored in his godown although they may be sold through a broker who is a Chinaman, the responsibility of deciding whether a certain guarantee shall be accepted or not, and the said goods issued or not, lies entirely with the Foreign Merchant, and the broker has nothing to do with the matter.

With regard to the signing of hypothecation bonds and promissory notes, they are merely preventives against discrepancies between the musters and the goods, in case there be any question; still less have they anything whatever to do with the money. When the goods are to be liberated they are weighed, and, if found up to muster, delivered in full, and the documents made no further use of.

In the manner of lending money on goods, no two foreign hongers are alike. Some make the broker sign documents, some make the broker sign the books of the firm, and if he does sign his name in the books of the firm, and wishes to retire the page, it would be inconvenient for the firm to extract it. That such documents are regarded as so much waste paper, and need not be retired, is not this clear proof?

In this case Chunkee has hypothecated tea to Tate and Hawes, which tea was sold to Weston and Co. through him as broker. The Corporation observe that, before the sale, Chunkee asked Tate and Hawes if they would accept Weston's guarantee or not, and then the bargain was concluded. If Tate and Hawes did not believe in Weston and Co., then there would have been no harm in getting their money from Chunkee before allowing the tea to be delivered. And from the fact that Tate and Hawes themselves received Weston and Co.'s guarantee and at once delivered the goods, it may be seen that they believed in Weston and Co., and had no doubt of their stability. They should therefore pursue Weston and Co. for the money due them, and not ask payment again from Chunkee.

The Corporation would further observe that, in cases where a Chinaman is indebted to a Foreign Merchant, and fails to pay up when payment is due, proceedings are taken against him without the loss of a day, and a second suit is never commenced against him after a delay of a year. The Corporation remember having had the honor to be invited to the Supreme Court on the 13th of the 2nd moon (11th March) to listen to the proceedings in this case. Tate & Hawes, they learn, had however previously taken proceedings against Weston & Co. on the 13th November 1872, to recover £2,000, and besides proceeded against them on behalf of Chunkee to recover the balance, £680 odd. From this it appears that the

debt of \$2,000 by Weston & Co. to Tate & Hawes is a bona fide debt. Were it otherwise, why would they have been willing to enter a second suit against Weston & Co. on behalf of Chunkee? In the two lawsuits (before the Supreme Court and the Mixed Court) the point at issue is the same, and the Corporation is bound to speak out clearly on both.

The Corporation, having now been ordered by the Taotai to confer together and arrange a solution of this case, are agreed that Weston & Co. owe Tate and Hawes \$2,000, which Tate & Hawes ought to recover from them, and that Tate & Hawes ought not on the plea of there being a hypothecation bond signed by Chunkee try to compel him to pay. As to the balance of \$680, which Chunkee has had to pay to the teamen, the Corporation, kindly taking into consideration the fact that Tate & Hawes tried to recover for him the amount by taking proceedings on his behalf but without success, give it as their opinion that Chunkee ought to bear the loss himself, and not try to get it out of Tate & Hawes. Thus a just and fair settlement will be arrived at.

This decision they submit for the Taotai's approval, requesting him to honor them by perusing it, and to adjudicate the case with strict impartiality, so that Foreigners and Chinese may submit contentedly, and the general interests of trade be promoted.

Translated by
(Signed) WM. DONALD SPENCE.

Judgment by H. M. Consul.
18th March, 1873.

In this case a Chinese, Chunkee, requests a British Firm, Tate and Hawes, to procure for him an advance of \$2,000 on the security of certain tea. The money is obtained from a Bank, a promissory note and letter of hypothecation are signed by Chunkee, the former being endorsed by Tate and Hawes, and the Tea is stored by Chunkee to the order of the Bank with Tate and Hawes. Chunkee subsequently sells the tea to a third party, Weston and Co., who obtain delivery on Chunkee's signing an order of transfer, and on Weston and Co.'s guaranteeing payment of the \$2,000, in case the tea is accepted by them, or otherwise to hold it to the order of the Bank. Weston and Co. subsequently fail, and Chunkee, being called upon for the amount of the promissory note, he evades payment, and Tate and Hawes meet the note in pursuance of their guarantee. To assist Chunkee in recovering his money, they afterwards note a claim on the bankrupt estate of Weston and Co., but without success.

The case would seem to be simple enough were the parties concerned all British subjects, the borrower being bound by his promissory note until it is retired. But the Chinese defendant maintains that he is not acquainted with nor bound by the principles of English law in the matter; that he did not fully comprehend the contents of the documents signed, that by Chinese custom the acceptance by the Bank of Weston and Co.'s guarantee, backed by the fact (alleged by the defendant) that he sold the tea to Weston and Co. only after consultation with and consent of Tate and Hawes, frees him from further responsibility, and that Tate and Hawes practically acknowledged this view of defendant's position by arranging that they should claim against the bankrupt's estate for \$2,000, leaving him to claim for \$600, the balance of the value of the tea.

The plea of the defendant with respect to the claim made by Tate and Hawes upon the Bankrupt estate may here be dismissed at once, as having no bearing upon the question. The part alleged to have been taken by Tate and Hawes in the sale to Weston and Co., is entirely denied by the other side, but even were it admitted, the fact could not affect the question of the defendant's liability upon his own promissory note, unless he were prepared to prove that the Bank or Tate and Hawes engaged to release him upon receiving a consideration or a promise of consideration from Weston & Co., which does not appear to have been the case.

The whole question therefore turns upon the defendant's liability under the documents which he signed. Had this been the sole contract of the kind that had taken place between a Chinese and a British subject, the defendant's plea, that the nature of the documents signed was not fully explained

to him, and that Chinese custom and British law conflict in reference to collateral securities, might have been worthy of some consideration. But the witnesses on both sides prove that documents of the nature exchanged in this transaction are in common use in the trade, and that the Chinese unhesitatingly accept them without reference to their contents and the legal liabilities involved. Moreover, the foreign heads of firms and Bank Managers called by the plaintiffs, proved incontestably that the nature of these transactions, as affecting the liability of Chinese borrowers in an English point of view, is entirely appreciated by the Chinese concerned, whilst one witness stated that the principle had, within his knowledge, been acted up to by a native borrower and his friends without demur.

Under these circumstances, and looking to the enormous amount of business which is done under such documents as those now in dispute, I consider it would be both inexpedient and unjust to sustain the Chinese defendant in his plea. I consequently support the British Assessor in his objection to the ruling of the Mixed Court Magistrate, and give the case against the defendant.

In pronouncing this judgment however, I think it only right to comment upon the system which prevails so extensively in the trade, of requiring the Chinese to sign complicated documents drawn up by skilful practitioners, and the full purport of which is never explained to the party signing. It may be true that the Chinese understand the general object of these documents, and are only too glad to obtain advances by signing them, even going the length in some cases of attaching their names to blank forms in order to obtain funds; but it stands to reason that business cannot be conducted upon safe or equitable principles where the one contracting party avails himself of the speculative disposition and unhesitating confidence of the other to bind him down to the performance of conditions which native custom or law does not recognize, and the literal construction or full force of which the signing party does not comprehend.

There seems to be the less necessity for maintaining this mischievous system, when it is remembered how easy it is to attach to each document a brief memorandum in Chinese of the nature of the conditions involved, and thus to obviate the possibility of any pretence being brought forward by the most anxious or credulous borrower that he has been tempted into a transaction the full bearings of which he failed to understand.

W. H. MEDHURST,
Consul.

CIVIL SUMMARY COURT.

April 18, 1873.

Before R. A. MOWAT, Esq.

LE-FUH-LE v. R. MEADOWS.

Claim for \$28.61—wages.

Plaintiff, cautioned, said he was employed by defendant as a mawfoo, receiving \$22 a month as wages and for the keep of two ponies. He sued for one month and five days, together with cost of shoeing the ponies and getting oil &c. His wages had been withheld because defendant wished to charge him with a carriage hood which he alleged had been lost.

Defendant, sworn, stated—Three months ago I bought a basket carriage from Sinda, and a hood for it. On the carriage being taken to my house I had it placed in a shed. The hood was brought the following day, when I sent the plaintiff for it, and a few days afterwards I told him to put it in the stable because the shed leak'd. I seldom go into the stable and have never seen it since. The other day I wanted the hood to fix to the carriage, and I told the mawfoo to get it. He then said he had never seen it. I refused to pay him his wages until he produced it. I had no other carriage nor hood, and no one else uses my shed.

Plaintiff recalled—I went for the carriage and assisted Sinda and his men to bring it. There was no hood, and I was not sent subsequently to get one. I was never told to remove one from the carriage shed to the stable. Sinda could tell that there was no hood.

His Worship suggested that some of defendant's house servants should be called to give

evidence, if they knew anything of the matter, and that Sinda should also be called.

Defendant said his boy had told him that he did not recollect having seen a hood, and Sinda he believed also said that he had not sold the carriage with one, but he (defendant) could only repeat his former statement that the hood was brought on the day following the delivery of the carriage, and that he had given his mawfoo, the plaintiff, certain directions regarding it. The carriage—a basket one—had cost him £140, and the value of the hood might be £10.

His Worship said he would adjourn the case for a day, for the production of any witnesses who could speak to the matter.

April 19, 1873.

LE-FUH-LE v. R. MEADOWS.

Adjourned from yesterday.

SINDA, carriage builder, said he had supplied a carriage to defendant at £130, taking the former carriage at £15. 50. The new carriage had no hood.

Defendant said it was £15. 60 he was to get for the old carriage.

Witness.—A hood is sometimes attached, but there was no hood on this one. I went to defendant's house to bargain, and first arranged for hood and all, at £15. 140, but defendant said as it was cold weather, he did not want one: when it became hot he would have one, and asked what was the price without it.

Defendant said this was untrue. The arrangement was £15. 80 cash, and £15. 60 allowance for the carriage. He had found on enquiry that there were no screws for a hood, moreover the whip socket and lamp supports were not fixed when the trap was bought, but were put in after he had paid the money and drawn attention to their absence.

Witness said they were not fixed at the time because defendant wished to use the carriage at once. He had an entry of the transaction in his books, to which he had not referred before coming here.

His Worship said he would again adjourn the case, for the production of Sinda's book.

Defendant re-affirmed his former evidence, and left the case in his Worship's hands.

22nd April, 1873.

LE-FUH-LE v. R. MEADOWS.

Adjourned from the 19th.

His WORSHIP said that after giving this case a good deal of consideration, he had come to the conclusion defendant should pay the amount of the mawfoo's claim, \$28.61, less the cost of a carriage hood, £15. 10. Strictly speaking, defendant had no right to retain more than the value of the article he sought to have restored, and it was a question therefore whether the plaintiff should be charged with the costs of the case.

Dr. MEADOWS remarked that, if Chinese servants could get off by simply having to pay the cost of the article when they were found out, there would be nothing to deter them from repeating the offence.

His WORSHIP explained that this Court could not punish Chinese servants, the master's remedy being either in his own hands by dismissal, or by prosecution in the Mixed Court—and went on to say that he had concluded to believe defendant's statement, supported as it was by an entry made in his diary at the time; and as the mawfoo had (the Court must take it) knowing by brought forward an excessive claim, he would be left to pay his own costs. The plaintiff had called Sinda, the carriage-builder, to prove that defendant had never purchased a hood at all, and that the price of the carriage was £15. 130, and not £15. 140. But no trace whatever of this was to be found in Sinda's books, and he (his W.) could not quite explain to his own satisfaction why the transaction was not entered. If there had been an entry which would have supported the statement of the plaintiff and of Sinda, he would have been guided by it, but there being none, he must take it that defendant's recollection was better, coupled with the entry in the diary. It was a strange thing that a Chinaman should not enter a sum of £15. 80 in his books, though he entered on the same day many smaller amounts. Judgment for plaintiff for the amount claimed, less £15. 10 and costs.

POLICE COURT.

Shanghai, April 26th, 1873.

Before R. A. MOWAT, Esq.

R. v. THOMAS CARR, SAMUEL THOMAS,
and MELVILLE EVANS.*Proceeding into the interior without a passport
from H. B. M. Consul.*

Mr. Penfold prosecuted.

All three men admitted having gone up to Chinkiang without passports, Evans pleading ignorance, and Thomas saying that Carr had induced him to go, a statement to which the latter assented.

In answer to his Worship,

CARR said he could not exactly say that he understood a passport to be unnecessary; he had some idea that it was so if one man went up, but that where there were several they ought to be so provided.

His WORSHIP said he now wished to hear under what circumstances the party had gone. There was of course no excuse for them not knowing the law, but as it was possible that they might have gone innocently, he should like to hear the evidence, as their intention, whether lawful or otherwise, would have to be presumed from the facts, and his decision would be governed chiefly by the nature of the intention, as it would appear from the facts.

LONG-YUEN-SEN, a boatman, stated—I know a man named Yang-tong-su, who hired my boat at Hongkew (at the first wharf across the bridge,) on the 9th day of the Chinese moon, (5th April) to convey nine foreigners to Chinkiang, for which I was to get \$30. I was paid \$5 on settling the contract by Yang, Carr also being present. This was about noon, Yang had previously come alone and made the arrangement.

Other engagements here compelled his Worship to adjourn the case, and the prisoners were remanded in custody of the Police, Mr. Penfold also engaging to bring up the Chinese witnesses when required. There was no suspicion that these had acted otherwise than in good faith, in the pursuit of their avocation as boatmen.

April 22.

R. v. THOMAS CARR, SAMUEL THOMAS and
MELVILLE EVANS.

Remanded from yesterday.

LONG YUEN-SEN, boatman, was again placed in the box and stated—After leaving the upper jetty, I proceeded down river about 1 li, to a godown, arriving at the lower wharf when it was nearly dark. I remained there till about ten o'clock. I went ashore with the Cantonman to find the nine foreigners, who came on board some time after eight o'clock, and compelled me to start under threats of a beating. They brought a few things with them, but had sent on board a large box and some provisions before I left the upper jetty. When I was near Chinkiang I found that they had nine muskets wrapped in a blanket and divided in two parcels, in the box. There were the same number of swords.

Prisoners being asked if they wished to question the witness,

CARR said the man's story was true in some particulars, but false as regarded the number of muskets. He himself had gone on board at the upper jetty, taking with him a box containing provisions, and had accompanied the boat to the lower wharf.

Witness said he saw the muskets when the party were preparing at Chinkiang to remove to another boat. He saw four in one parcel, and five in another.

THOMAS said he had been asked by Carr whether he would go up to Chinkiang with him, on the chance of getting a situation. Carr told him that a shooting party was going up, and he might have a chance of getting in their boat. After he got there, he could not discover that there was any situation to be had, and as there was some trouble about the party going up, he left and walked all the way back to Shanghai. He had not seen any rifles in the boat at all, and was himself quite unarmed.

EVANS said there were only 4 or 5 effective rifles in the boat.

The Chinese witness, in answer to further questions, said that Thomas and Evans went in his boat. He had seen the two parcels of rifles at the same time, and so could not be mistaken as to the number.

His WORSHIP said he was now ready to listen to any excuse the prisoners might wish to make.

CARR said he did not wish to make any excuse, but hoped the Court would be as lenient as it could with him. He could not say whether the other men wished to put forward excuses for themselves.

His WORSHIP—Do you wish to say anything for them?

CARR desired to say that it was he who persuaded them to go up into the country, and he believed they would never have gone but for that.

THOMAS had only to say that he was not responsible for their going, and that for himself, he had not gone with any ill intention, only to obtain the situation of which Carr had told him.

His WORSHIP—You could not imagine you were about any good, going up in the manner you did.

THOMAS—I went with as good a purpose as I have in standing here. I have been in Canton several times, when rebellion broke out, but I never offered to go and join in it.

EVANS said he was invited to go along with Mr. Carr, and went.

His WORSHIP wished if possible to get at what their idea was in going; it did not look as if their intentions were altogether of an innocent nature.

EVANS said Carr sent for him and said he wished to see him at another part of the town. When he went, Carr asked him if he would like to go up country on an excursion, and he said he would. He thought Carr was going on a hunting excursion. Carr had said "There's a secret in it, and when we get started I'll tell you." He had never seen Carr before that.

THOMAS, in answer to his Worship, said he had known Carr before, when he, Thomas, was a turnkey in Hongkong Gao, and Carr was a sergeant of police at Canton. He had asked Carr what sort of a situation he expected to get for him at Chinkiang, and was told it was to keep the Consul's garden and watch the premises.

Mr. PENFOLD said the men had been unemployed in Shanghai for some time. Thomas, a coloured man, was a native of Nova Scotia, and had been some years in the place, picking up a living by gambling in Hongkew.

THOMAS denied this, and ascertained that he never touched cards or dice.

Mr. PENFOLD continued—Carr had been in the police force, at Canton, but had been in Shanghai some three or four months. Evans was a discharged seaman, and had been stopping at the Sailors' Home at the time Carr made proposals to him. As to their purpose in going up country, he could bring the evidence of four other men, who were about to appear at the Spanish Consulate in regard to the same matter, and of other witnesses, not willing ones however—who could state that Carr made propositions to them also, with explanations of what they were to do at Chinkiang.

His WORSHIP concluded to settle the case at once. He thought Evans had been the most foolish and least culpable of the party, and he should therefore deal leniently with him. He would send him to gaol for a month, and hoped the case would be a warning to him. As to Thomas, he could not put any credence in the story that he was ignorant of the intention of the party. He would have to undergo two months' imprisonment, with hard labour, and to be afterwards deported. Carr admitted being the worst of the lot, as he acknowledged to having organised the affair, and his sentence would be three months' imprisonment, with hard labour, and then to be deported.

On the 24th JOHN COOK was brought up on the charge of being one of the filibustering party who recently went into the interior without passports. He admitted his offence, and was sentenced to a month's imprisonment.

Clippings.

A remarkable statement was made in the House of Commons on Monday about coal. Mr. Akroyd asked the Under Secretary for Foreign Affairs whether he was aware that the Chinese coal-fields covered 400,000 square miles, while the English coal-fields only cover 12,000, and that in Shansi in particular 30,000

square miles are known to exist in beds from 12 to 30 feet thick. Lord Enfield replied that he was well aware of the facts, that the coal was equal to the best Cardiff, and that the price was from 31s. to 49s. 6d. a ton. Englishmen want to work these fields, but the Chinese hesitate. This is an endless supply, but we could not get it here under 87s. a ton. Take the cost at 10s. at the pit's mouth, and it will still cost 10s. to carry to the sea, £3 for freight home, and 7s. between the Pool and the cellar. We want coal here, not there. —Spectator.

The American Republic has recognised her Spanish sister with an effusion of affection which does not seem quite to have touched S. Castelar. He, too, regards America as a sister, but observes, with diplomatic dexterity and something of Spanish *grandezza*, that Spain is an American power too; that she possesses in the Antilles an island which is an "integral" of her territory, and which will serve for ever as a link between Spanish and American interests. Handshaking is not to include any transfer of property. The Republic is accepted in Havannah, but the *Negritos*, or advocates of slavery, who, according to the *Times's* correspondent, are absolute there, do not like it, knowing very well that a Republic cannot in the long run tolerate slavery. According to his account, they estimate their slaves as worth £700,000,000—about three times the truth, he thinks—give £200 for a good hand, and can maintain him for £10 a year. They will support the party which will maintain slavery. —Spectator.

Our Japanese reporter informs us that on the night of the 21st inst., two men of the middle class of life played for stakes in a gambling house, in which both money and a female were concerned, and as is the ever inevitable issue one was a winner. The fortunate wooer and the two contesting gamblers departed from the *hell* apparently in amity; but the cool air seemed to act upon their fevered brains, for upon reaching the fish market, about a quarter of a mile from their gambling rendezvous, high words ensued between them, which resulted in the unfortunate winner being left dead on the spot, by some sword thrusts from his antagonist. On the following morning his remains were seen undisturbed in the midst of the buyers and sellers of fish. Decency however so far prevailed as to have this *corpus delicti* covered with a mat and a door. The whereabouts of the manslayer has not yet been discovered. We think the best way to reach the culprit would be to ascertain an answer to the question always submitted by the Roman Emperor when a crime had been committed. *Who is the woman?* —Japan Herald.

The trucks are capable of taking six tons each, and are of much value in landing such cargo as rice, as the whole of the leaking from the bags is saved, and can be gathered up from the trucks. The trucks carry the cargo right into the godowns, in front of which there is a fine airy space with platforms, which are thoroughly protected, so that the cargo can be temporarily stored on them in perfect safety. There are six new godowns, each capable of holding 2,000 tons, and two old ones which will hold 1,500 tons. Eventually it is contemplated to have accommodation for 20,000 tons. A feature in the works is a roof of corrugated iron, of no less than 60 feet span. The working of the arrangements, although it is not yet fully completed, has been satisfactory. The French mail steamers *Peiho* and *Hoogly* have discharged alongside, and it is understood the French Mail steamers will shortly come regularly to the pier. The Company has two steam cranes from Messrs. Taylor & Co., of Birkenhead, for landing machinery and other heavy articles. They are the best arrangement for this purpose that has been invented. The buoys have been fixed by a new screw principle, which consists in an arrangement by which a large iron worm is actually screwed into the bottom of the sea, and is thus more firmly secured than can be attained by any other process. As there was a great deal of discussion about the openings, it may be well to notice that this part of the pier seems to work satisfactorily. There is an opening 40ft. wide half way down, and one 20ft. wide near the shore; and boats and sampans are constantly passing through them with ease. —Daily Press.

The s.s. *Canton* left London Feb. 23rd; experienced very heavy weather in Bay of Biscay. Arrived at Hongkong 17th April and sailed again on the 21st. Arrived at Shanghai 25th; light winds and fine weather.

The S. S. *Cadiz* left Swatow on the 17th April, at 6 p.m.; experienced strong northerly winds with heavy sea until the 20th. Arrived at Shanghai on the 21st, at 7.30 a.m. Cargo general. 37 Chinese passengers.

The s.s. *Kiushu* left Swatow 5.10 p.m. 17th April for Amoy; experienced strong N.E. wind to that port; arrived there at 1.15 p.m. on 18th, and left at 4.30 a.m. 19th; str. *Taku* and *Duna* in port. Passed Lightship at 8 a.m. 22nd and arrived at Shanghai 2 p.m. 22nd.

The P. M. str. *Golden Age* left Yokohama April 12th; and arrived at Hiogo on the 14th and left on the 15th; arrived at Nagasaki on the 17th and left on 18th. Arrived at Shanghai on the 20th at 5.08 a.m. Met the *Costa Rica* on the 18th. Heavy weather off Osaka, and latter part of passage fine.

The s.s. *Yangtze* left Hongkong April 16th and arrived at Ningpo on the 21st; left same day and arrived at Shanghai on the 22nd. From Hongkong to Oksew strong N.E. winds; thence to Ningpo moderate breeze and fine weather. Ningpo to Shanghai light S.E. and fine weather. At 3 a.m. on the 19th passed Turnabout Light, and French gunboat anchored off Matsou at 10 a.m. of 19th.

The N. C. S. Co.'s str. *Sin Nanxing* left Tientsin April 16th, and crossed the bar on the 17th, met str. *Shantung* at noon. Arrived at Chefoo on the 18th and left same day at 7.30 a.m. A Japanese corvette left for Taku and H. M. S. *Thistle* for Shanghai same day. Met str. *Aden* and *Appin* off the Promontory. Arrived at Shanghai on the 20th at 3.30 p.m. Variable winds and fine weather throughout the passage. Treasure Tls. 139,000.

The S. S. *Drummond Castle* sailed from the Downs March 2nd; arrived at Port Said on the 15th; experienced S. W. and westerly gales down Channel and across the Bay. Left Suez March 18th noon, and arrived at Singapore April 8th, 2 p.m.; left on the 9th at 6 p.m.; arrived at Hongkong on the 15th at 4 p.m.; left Hongkong on the 17th at 6 p.m.; and arrived at Wosung on the 21st, noon. Passage 50 days, including stoppages; under steam 45 days. Had light winds and fine weather from Singapore to Hongkong; from Hongkong to White Dogs fresh N. E. winds and a head sea, thence light winds and smooth water. On the 19th passed S. S. *Luzon* bound north.

The British ship *Norham Castle* left Newcastle N. S. W., March 4th, had light N. E. winds as far as Lat. 32° 6' S. Long. 154° 35' East; had strong S. E. winds with rain as far as Lat. 29° 13' S. Long. 155° 56' E., from that position to Lat. 25° 1' S. Long. 158° 12' E. had a succession of light northerly winds with hot sultry weather, fell in with the S. E. trades on March 13th in Lat. 22° 33' S., Long. 157° 2' E., carried the S. E. trades as far as 14° 53' S., 161° 42' E.; had N. W. and westerly winds with heavy squalls, rain, and lightning, to Lat. 6° 37' S. Long. 166° 49' E., sighted the Island of Santa Cruz on March 19th; had light Easterly winds with occasional squall as far as Lat. 20° 3' N., 144° 2' E., then a succession of variable winds as far as 26° 59' N., 131° 41' E. Sunday April 13th had a very heavy gale from S.S.E., when we lost upper topsails, and foretopmast staysail; running before this gale we passed between the Island of Sunwa and Akuisi. April 14th, wind falling light and veering into N. W., round by west, and blowing with great violence, with a very heavy sea until the evening of the 16th, from that until we got the steamer, had light westerly and S.W. winds. Passage 45 days.

FOOCHOW SHIPPING.

Arrivals during the week ending 18th April:—Ziska, from Sydney; Ling Feng, from Turnabout; Kwang Tung, from Hongkong to Hongkong; Forget-Me-Not, from Chefoo; Rolling Wave, from Bang-

kok; Georges Alfred, from Rangoon; Dragon, from Shanghai to Shanghai.

Departures:—Kwang Tung, for Hongkong, General.

In Port:—Brami, from Amoy to Tientsin; Ziska, from Sydney; Ling Feng, from Turnabout; Forget-Me-Not, from Chefoo; Rolling Wave, from Bangkok; Georges Alfred, from Rangoon; Dragon, from Shanghai to Shanghai.

THE GREAT REMEDIES for Consumption, Wasting, and Indigestion; are Savory & Moore's Pancreatic Emulsion and Pancreatine. Medical men who have made it a special study testify that life is prolonged in a remarkable manner, appetite, strength and weight increased, digestion greatly promoted, nourishment imparted, and the general condition of the body improved by their use. Price from 2s. to 21s. Savory & Moore (Chemists to the Queen, H. R. H. the Prince of Wales, His Highness the Khedive of Egypt, &c.), 143 New Bond Street, London, and all Chemists. NORF.—Name and trade mark on each bottle. —(2)9ap

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HOMOEOPATHIC COCOA.—This original preparation, which has attained such a world-wide reputation, is manufactured by TAYLOR BROTHERS, under the ablest homoeopathic advice, aided by the skill and experience of the inventors, and will be found to combine in an eminent degree the purity, fine aroma, and nutritious property of the fresh nut.

SOLUBLE CHOCOLATE, made in one minute without boiling. The above articles are prepared exclusively by Taylor Brothers, the largest manufacturers in Europe, and sold in tin-lined packets only, by Storekeepers and others all over the world. Steam Mills Brick, Lane, London. Export Chicory, Mills, Bruges, Belgium.

LIST OF SILK SHIPPERS.

From 1st June 1872 to 24th April, 1873.

Adamson, Bell & Co.	1,604
Balfour, Butler & Co.	857
Barnet & Co.	455
Birt & Co.	13
Birley, Worthington & Co.	450
Blain & Co.	60
Bower, Hanbury & Co.	3,227
Bourjau, Hubener & Co.	584
Bovet Brothers & Co.	537
Bull, Purdon & Co.	287
Butterfield & Swire	1,696
Chapman, King & Co.	80
Coutts & Co.	169
Dent & Co.	172
Dickinson & Co.	50
Essex & Co.	1,485
Findlay, Wade & Co.	198
Fogg & Co.	242
Ganwell, F. R.	35
Gibb, Livingston & Co.	683
Gilman & Co.	509
Heard, Augustine, & Co.	424
Helbling, J. C., & Co.	299
Hogg, Brothers	70
Holliday, Wise & Co.	30
Jardine, Matheson & Co.	1,058
Jarvie, John, & Co.	1,343
Lacroix, Cousins & Co.	2,636
Lindsay & Head	48
Maertens, A. H.	957
Morris, Lewis & Co.	65
Nachtrieb, A., & Co.	971
Overbeck & Co.	41

Pila & Co.	1,250
Pustau, Wm. & Co.	48
Reiss & Co.	2,585
Russell & Co.	1,250
Sassoon, E. D. & Co.	38
Sassoon, David, Sons & Co.	2,108
Scheibler, Matthiae & Co.	770
Shaw, Brothers & Co.	500
Siemssen & Co.	523
Skeggs, C. J., & Co.	47
Textor & Co.	3,388
Telge, Nolling & Co.	188
Thorne Brothers & Co.	438
Turner & Co.	84
Vogel, Hagedorn & Co.	310
Westall, Brand & Co.	641
Wright, Burkill & Co.	1,021
Sundries	18,667

55,191

SHANGHAI SHARE MARKET.

Stock.	Paid up.	Last Divid.	Closing Quotations.
Banks.			
H'kong and Shanghai Banking Corp.	\$ 125	12 p. c.	57 1/4 62 1/2, Aug 31
Steamer Cos.			
Shanghai Steam Navigation Co.	Tls. 100	12 p. c.	Tls. 107 Apr 30
Union Steam Navigation Company.	100	12 p. c.	84
North-China Steamer Comp.	100		56
China Coast S. N. Co.	Tls. 15		Tls. 15 Nominal
Docks.			
Shanghai Dock Co.	Tl. 500	4 p. c.	200
Pootung Dock Co.	100	10 p. c.	100
Gas.			
Shanghai Gas Co.	100	12 p. c.	Tls. 145
French Gas Co.	50	11 p. c.	62
H'kong and China Gas Co. (Limtd).	£ 10	10 p. c.	\$65 nominal
Insurance.			
China Traders' Co. (Limited)	\$1,000	250 p. ab	\$
N. China Ins. Co.	Tl. 300	Trienn'	400 ex div.
Union Ins. Society of Canton	\$1,000	Do.	
Yangtze Insurance Association	Tl. 500	15 p. c.	770
China and Japan Marine Ins. Co.	100	12 p. c.	115 June
Chinese Insurance Co. (Limited)	\$ 200	12 p. c.	238 Sep 30
H'kong Fire Ins. Co. (Limited)	200	12 p. c. & \$21.25bs	520 cash
Victoria Fire Ins. Co. (Limited)	100	12 p. c.	115 7/4
China Fire Ins. Co. (Limited)	100	12 p. c.	121
Miscellaneous.			
Shanghai Tug and Lighter Comp.	Tl. 850	12 p. c.	550
Shanghai and Hongkew Wharf Co.	100	12 p. c.	155 cash
Shanghai and Pootung Foundry Co.	100	1st year	80
Soochow Creek Bridge Co.	100		
Shanghai Racket Club	120	5 p. c.	
Bridge of Boats (Ningpo)	500	12 p. c.	
Exchange.			
Bank Sight Rate			75 1/2

J. P. BISSET & Co.,
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30 Cornhill.

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Advertisements will be repeated unless countermanded.

SILK.

	To GREAT BRITAIN.		To MARSHALLS AND CONTINENT.		To AMERICA.		To HONGKONG, COAST PORTS, &c.		TOTAL CHINA.		JAPAN TRANSHIPPED.		GRAND TOTAL.	
	Bales.		Bales.		Bales.		Bales.		Bales.		Bales.		Bales.	
Total as per last Report	97,677	71	11,655	42	3,770	..	1,086	84	55,098	147	312	..	55,410	147
Subsequent Shipments	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	37,748	..	11,697	..	3,770	..	2,030	..	55,245	..	312	..	55,557	..

COTTON.

	HONGKONG.				COAST & RIVERINE PORTS.				JAPAN.				TOTAL.	
	Cleared.	Export.	Re-export.	Trans-shipped.	Export.	Re-export.	Trans-shipped.		Export.	Re-export.	Trans-shipped.		Piculs.	
Total as per last Report	..	16,117.97	..	..	816,809.77	..	..	..	5,300.50	..	..	..	338,238.24	..
Subsequent Shipments	..	460.70	..	..	11,977.77	..	..	..	..	..	..	..	12,038.47	..
Total	..	16,578.67	..	..	828,787.54	..	..	..	5,300.50	..	..	..	350,276.71	..

OPIUM.

OPIUM RETURN FOR WEEK ENDED 19TH APRIL, 1873.

IMPORTED.

	MALWA.		PATNA.		BENARES.		PERSIAN.	
	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Imported and stored on board Receiving Vessels	..	..	..	..	..	..	..	..
Imported and stored on board Receiving Vessels or landed	..	..	..	..	..	..	..	..
Imported direct to the shore	..	..	..	..	..	..	..	..
Total	21½	211.50	400	480.00	293	359.60	..	..
Landed from Receiving Vessels and intended chiefly for Local consumption and Imported direct to the Shore.	38	38.00	125	150.00	70	84.00	..	..

RE-EXPORTED.

Description.	Chinkiang.		Kinkiang.		Hankow.		Chefoo.		Tientsin.		Nanchwang.		Ningpo.		Foochow.		Hongkong.		Total.	
	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.	Chts.	Wght.
Malwa	257	257.00	35	35.00	43	43.00	..	..	215	215.00	65	65.00	26	26.00	..	..	..	..	643	643.00
Patna	6	7.20	..	..	5	6.00	..	..	2	2.40	1	1.20	3	3.60	..	..	..	..	16	19.20
Benares	6	7.20	..	..	1	1.20	..	..	7	8.40	6	7.20	1	1.20	..	..	..	..	22	26.40
Persian	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1.00
Malwa (Re-exported from shore.)	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	270	272.40	35	35.00	49	50.20	..	..	224	225.80	73	74.40	29	29.60	1	1.20	..	..	682	689.60

COMMERCIAL INTELLIGENCE.

SHANGHAI, APRIL 25th, 1873.

THE P. & O. S. N. Co.'s steamer *Avoca* arrived here on the 20th instant with the London mails of 8th ultimo.

London Telegrams of 22nd instant quote Mid. Orleans Cotton, 9½d.; 8½-lbs. Grey Shirtings, 10s. 1½d.; Iron, £15, and Lead, £23: Markets steady.

PIECE GOODS.—The reports from the outports received during the past week give no improvement in the market for imports, and there has consequently been little life in anything here, excepting *Drills*, the low prices at which they are now obtainable having still further stimulated business in the article. In other textiles transactions have been of a purely retail nature, and scarcely sufficient to establish quotations, which—in the case of sellers at least—have been almost whatever buyers chose to make them. Holders of *Grey Shirtings* have—as a rule—remained firm, and last mail's rates have been fairly maintained, but the demand has been trifling and the settlements are small. As reported day by day the sales aggregate 25,000 pieces 8½-lbs. at £ 1.89 a 1.93½ for common to best common chops, and £ 1.94 a 1.97 for Dewhurst's Eagles; 7,000 pieces of 7-lbs. at £ 1.65 a 1.70; 4,000 pieces of 6-lbs. at £ 2.50 a 2.56, the lowest rate having been accepted for a parcel of *Mildewed* cloth; and 9,000 pieces of 9½ a 10-lbs. at £ 2.40 a 2.52 per piece, the lower prices being also for *Mildews*, of which description of damaged cargo there are considerable quantities in stock at present. Thus far the trade in *Shirtings*, this season has not come up to expectations, and yet, viewing it by the light of our statistics, it falls very little short of that done during the same period last year. From 1st January to 20th April 1872, the Re-exports and local deliveries amounted to 1,298,000 pieces, against 1,266,000 pieces this year; the comparative imports being stated at 1,342,000 and 1,223,000 pieces respectively. Last year's imports were exclusive of the cargoes of the *Oberon* and *Africa*, while to this year's have to be added those of the *Agamemnon*, *Hector*, *Amazone*, and of the arrivals since our last report was issued, viz., the *Avoca*, *Drummond Castle*, *Russia*, *Canton* and *Precursor*. These latter cargoes have not yet been published, but they are known to be sufficiently large to swell this season's imports up to those of last year, and, added to previous stocks, to demonstrate the hopelessness of much improvement here, while the supply equals, if not exceeds the current wants of the country. Further, the heavy exports of Plain Cottons from home during the first fortnight of the present month, (a considerable portion whereof consists of Shirtings) stated by telegram to be about 19,000,000 yards, rather militates against the future prospects of the article. Still the home rates keep up, and as our stocks are—comparatively speaking—not excessive, moderate firmness on the part of holders may raise prices a little when the early summer demand sets in. *T-Cloths* have been in rather more enquiry, but the offers made being still very low, not many sales have taken place. Fair to good Mexican 7-lbs. have been sold at £1.40 a 1.50 per piece, and a resale of Collier's Chop Dollar at £1.56½ is noted. Importers of that cloth, however, refuse to sell at or near that figure. Prices have been very irregular throughout, and it is difficult at the close even to give a true quotation, although the demand shows signs of strengthening. Yesterday, Stewart Thomson & Co.'s A. I. chop was sold at £1.47½, while for Dewhurst's M.T. £1.51 was refused. 8-lb. 36-in. goods have been seen settled at £1.62 a 1.75 per piece, and a few common 6-lbs. at £1.10 a 1.15 per piece. Total sales between 40,000 and 50,000 pieces. *White Shirtings*.—In these there is little movement to report and quotations are nominally the same as those ruling last week. *Drills* as above intimated have received most attention of late, and the trade have secured considerable quantities on what may pretty accurately be termed their own conditions. The sales of the week cannot be under 20,000 pieces of English and Dutch, but the ruling rates show a decline on last mail's quotations. English 14-lbs. have been quoted at £ 2.56 a 2.60 and 15-lbs. at £ 2.66 a 2.70 per piece, and for Dutch £ 2.55 a 2.57½ per piece has been accepted. There appears, however, to be less desire to sell at the close, while buyers are willing to go on, at or about above rates. The imports of *Drills* have been exceedingly heavy this season. Exclusive of undeclared cargoes they amount to about 435,000 pieces against 252,000 pieces last year, which sufficiently accounts for the present unsatisfactory state of the market. The trade have taken 225,500 pieces this season against 212,000 pieces last year. *Jeans*.—The sales do not amount to 3,000 pieces, and some of them consist of *Mildews* at low rates. The enquiry for the article has been of the feeblest character. *Fancy Cottons*.—Regarding these there is not much to be said. Some good assorted *Chintzes* and *Black Brocades* have brought fair prices, and a few *White Spots* have been disposed of at £ 2.10 per piece. For *Velvets* the enquiry has entirely ceased; the accounts of the article from Hankow are of a decline in price, and the last Japan letters advise a very dull market. In *Velveteens* no further business has taken place and only a small lot of blue *Dennin's* at £ 0.43 per yard, and some 200 pieces of printed *Muslins* at £ 0.93 per piece are reported.

Woollens.—Extreme dullness has prevailed, and very few transactions have been booked since this day week. The entire business may be summed up as follows, viz., 200 pieces U. U. Scarlet Long Ells at £ 5.80 per piece; 800 pieces plain *Lustres* at £ 4.00 a 4.10 per piece; 6,000 pieces *Figured Orleans* at £ 3.10 a 3.95 per piece; 1,000 pieces of assorted *Spanish Stripes* at £ 0.64 a 0.66 per yard, 100 pieces *Lastings* at £ 11.25 per piece, and a few *Camlets* at £ 15.30 per piece. The market for all Woollens continues very depressed.

C.P.H.	Scarlet.	Dark Blue.	Gentian.	Green.	Orange.	Ash.	White.	Purple.	Black.	Brown.
Camlets, per piece	15.4.0	16.2.0	15.7.0	16.5.0	18.5.0	...	14.0.0	16.5.0	16.0.0	...
Long Ells, per piece	6.1.2	6.3.0	5.5.0	6.3.0	5.1.0	...	...	5.6.0	5.5.0	...
Spanish Stripes, per yard ..	0.6.2	0.5.7½	0.6.7	0.6.6	0.6.4	0.6.2	0.6.2	0.5.1	0.5.9	0.5.5

	Grey Shirtings.	T-Cloths.	White Shirtings.	Drills.	Jeans.	Sheetings.	Dyed Shirtings.	Spots, White.	Spots, Dyed.	Brocades, White.	Brocades, Dyed.	Damasks Dyed.	Chintzes.
Stocks, last night. Pcs.	1,285,200	1,409,200	137,600	354,800	112,200	48,900	18,100	8,400	3,800	3,100	7,400	3,500	69,100
Against 20/4/72 ..	2,479,000	1,064,000	235,000	140,300	53,300	48,000	7,200	10,900	8,500	4,400	24,000	6,000	101,000

Turkey Reds.	Velvets.	Velveteens.	Handkerchiefs, doz.	Muslins.	Dimities.	Spanish Stripes.	M & B. Cloths.	Camlets.	Long Ells.	Lastings.	Lastings-Crape.	Lustres.	
												Plain	Figured Crape
25,400	12,700	2,300	142,200	28,900	8,800	12,900	20,300	16,100	55,900	9,700	7,100	17,300	84,000 4,460
30,400	550	25,100	103,000	7,300	15,400	18,230	28,200	25,750	112,000	14,800	15,200		All told, 119,000

Last night's Stocks are exclusive of import cargoes ex *Agamemnon*, *Drummond Castle*, *Russia*, *Canton*, and *Precursor*, and of sundry re-exports.

G. E. GREY SHIRTINGS—			T.m.c. T.m.c.		T-CLOTHS—			VELVETEENS—Black, 18 in. ,		
38½ yds. 39 in. 7lbs.	£ pc.	1.6.5 to 1.7.1	6-lbs. 24yds. 32 in. Ord...	p. pc.	1.1.0	1.1.5	26 in. ...	0.2.2	0.2.6	
8½ a 8½ lbs.	1.8.8	1.9.7	7-lbs. do. do. ...	1.2.5	1.3.0		DIMITIES, 12 yds. 37 in. ...	£ pc.	1.2.0 1.5.7	
9 a 9½ lbs.	2.2.0	2.3.5	6-lbs. Mex. } nominal ...	1.2.5	1.3.5		41 in. ...	1.6.0	1.9.0	
9½ a 10-lbs.	2.4.0	2.5.5	7-lbs. } nominal ...	1.4.0	1.6.0		MUSLINS, 12 yds. 42 in. ...	0.7.0	0.8.0	
			8 to 8½ lbs. } nominal ...	1.6.0	1.7.8		CAMLETS, English, 8 S	15.0.0	15.7.5	
			Better kinds and XX	1.9.0	2.1.6		GG	16.0.0		
			HANDKERCHIEFS, Blue 28 in. £ dz.	0.4.5	0.5.7½		SSG	15.8.0		
			Brown ...	0.5.0	0.5.1		MEDIUM & BROAD CLOTHS	0.7.5	1.6.5	
			SPOTTED SHIRTINGS, White £ pc.	2.0.8	2.1.5		SPANISH STRIPES nom. £ yd.	0.6.0	0.6.6	
			Dyed, .. pc.	2.5.5	2.6.5		T. T. B.	0.6.6		
			BROCADES—White, 40yds. £ pc.	2.1.5	2.2.5		LONG ELLS—			
			Dyed ...	2.7.0	3.0.0		Scarlet, 24yrd. H H	£ pc.	6.2.0 6.1.5	
			DAMASKS, Dyed, 40 yds. ...	4.4.0	4.9.0		Assorted, H H	5.7.5		
			GENTIAN SHIRTINGS.	2.3.5	2.5.5		C P H	5.8.0		
			CHINTZ—Assorted £ pc.	1.4.5	1.6.5		GG	5.9.0		
			Blue and Brown..	1.3.5	1.5.5		LASTINGS, 30 yds	10.5.0	12.5.0	
			Scarlet.....	1.4.5	1.6.0		CRAPPE LASTINGS, 30 yds...	5.1.0	9.0.0	
			TURKEY REDS, 24yds. 2½ a 3lbs.	2.0.5	2.2.0		CRAPPE LUSTRES	4.2.0	4.5.0	
			Do. Best	2.2.5	2.8.1		ORLEANS—Figured, 30yds. £ pc.	3.6.0	4.1.0	
			VELVETS—Black, 22 in. ...	£ yd.	0.1.6½ 0.1.9½		Do. Spot & Stork Patterns.	3.6.0	4.4.0	

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COMMERCIAL POSTSCRIPT.

APRIL 26, 1873.

ARRIVALS.—(Not given above.)—April 21st, *Drummond Castle*, (str.), from London; 23rd, *E. M. Young and Lizzy & Rosa*, from Sydney; 24th, *Precursor*, (str.) from London; 26th, *Diomed* (str.), from Liverpool.

DEPARTURES.—(Not given above.)—April 25th, *Hector* (str.), for London.

SILK.—The mail steamer takes about 25 bales.

EXCHANGE.—Not much alteration on rates above. Market closes weak. We quote closing rates:—On London, Bank Bills, at sight, 5s. 9½d.; 6 months' sight, 5s. 10½d. a 5s. 11d.; Credits, 6 months' sight, 5s. 11d. a 5s. 11½d.; Bills with Documents, 6 months' sight, 5s. 11½d. On Paris, Bank, 6 months' sight, Frs. 7.57½ nom.; Private, Frs. 7.67½ nom. On India—Bombay Bank, demand, Rs. 304½; Calcutta Bank, demand, Rs. 304½. On Hongkong, Bank Bills, demand, 24½ per cent. discount; Private, 15 days' sight, 25. Mexican dollars—Sh. Tls. 76.675 per 100. Carolus dollars—Sh. £79.80 per 100. Gold Bars, 98 touch, £167. Bar Silver, Tls. 111.25. Copper cash, 1,620 per tael.

SHARES.—The panic in the Shares of the S. S. N. Co., noticed in our last, as subsiding, was followed by considerable excitement, and the Stock was done at Tls. 14 prem. for cash. Since then, however, news of disaster amongst speculators in Hongkong has again depressed the market, and Stock has been done at Tls. 7 prem. for cash. The opposition still continues, and freights on the Yangtze are nominal—the U. S. N. Co., with two steamers and a "punt" drive the S. S. N. Co. into ruinous rates with their eight or ten steamers. It may be that the wires of the S. S. N. Co. are pulled in America. We hope for the sake of the Company that this is not so. How Shareholders like the little game remains to be seen. Somebody is eating the oyster and the Shareholders are searching for pearls in the shells. It will be curious to note the effect, if ever the Directors and the Shareholders acquire any say in the management of this combination. The Gas Company have held their Meeting. Shareholders have received 12% for the past year, and the Chairman suggested they could not, for some time to come, expect a higher rate; he stated also that original Shareholders had not received more than 6% on their investment, and, at present, the prices \$3.50 per 1,000 feet could not be reduced. It is to be hoped that the mother of invention will give her attention to the production of light at a cheaper rate. The Pootung Foundry Co. have held their first Annual Meeting. From circumstances over which they had no control, the Directors were unable to declare a dividend. For the month immediately succeeding the end of the working year, the profits had been considerable—some £2,800; if this could be carried on through the year, the institution would chronicle a remarkable success. The Shares are quoted at a decline. We quote:—Hongkong & Shanghai Banks, \$125 paid, 57% prem. S. S. N. Co., £100 paid, £7 prem. cash. U. S. N. Co., £100 paid, 16 discount for cash. North-China Steamer Co., £100 paid, £44 discount for cash. Shanghai Gas Co., £100 paid, £45 prem. French Gas Co., £50 paid, £12 prem. Yangtze Insurance Co., £500 paid, £270 prem. China & Japan Marine Insurance Co., £100 paid, £10 prem. for cash. Hongkong Fire Insurance Co., \$200 paid, \$320 prem. for cash. Shanghai & Hongkew Wharf Co., £100 paid, £55 prem. for cash.

THE WEATHER.—The weather has been fine though overcast, and showery on one or two days. The average of the thermometer for the past seven days indicates increasing warmth.—Maximum, 71; minimum, 56. Against last year—maximum, 65; minimum, 60.

INSURANCE.

THE undersigned, as Agents for the UNION MARINE INSURANCE COMPANY, LIMITED and REDUCED, are prepared to accept Risks by approved Steamers at Current Rates.

SHAW, BROTHERS & Co.,

Z Agents.

31mr 74 1012 Shanghai, 15th Mar., 1873.

The Merchants' Marine Insurance Company (Limited) London.

THE undersigned having been appointed Agents for the above Company at this Port, Hongkong, Foochow, Hankow and Yokohama, are prepared to accept Marine Risks at current rates.

After paying to the Shareholders 10 per cent. on the paid up Capital, 25 per cent. of the residue of yearly profit will be rateably divided amongst those Insurers out of whose business Profits have been made.

GILMAN & Co.

Agents.

c.a. 137 31de Shanghai, 10th Jan., 1873.

Swiss Lloyd, Marine Insurance Company (Limited.) OF WINTERTHUR (SWITZERLAND.)

THE Undersigned are now prepared to grant Policies at the following rates:—

To London per Mail, or First-class Steamer.

SILK, with average 1½%

To London per Mail, or First-class Steamer.

TEA, with average 1½% 1½%

with 15 per cent discount.

Other risks at current rates.

Claims settled in London, Shanghai, &c., according to the Rules of London Lloyds.

ROBERT SCHEIBLER & Co.,

Agents.

29oc-73 3396 Shanghai, 30th Oct., 1872.

INSURANCE.

THE undersigned as Agents for THE BRITISH AND FOREIGN MARINE INSURANCE COMPANY (LIMITED), are prepared to issue Policies on Silk and Tea, by steamers of The P. & O. Co., Messageries Maritimes and Ocean Steamship Co., at the following premiums:

Free of All Risks. Particular Average.

Shanghai to London, Silk, 1½%
Shanghai to London, Tea, 2,, 1½%
Hankow to London Tea, 2½,, 2,,

Subject to a discount of 15%

Risks accepted on other first-class steamers and sailing vessels at current rates.

BUTTERFIELD & SWIRE,

3051 Agents.
30sc-73 Z Shanghai, 1st Oct., 1872.

THE LIVERPOOL & LONDON & GLOBE INSURANCE COMPANY.

FIRE OFFICE.

20 PER CENT. Discount allowed on all premia contributed.

LIFE OFFICE.

Risks accepted at Home Rates with £2 per cent. added.

BIRLEY, WORTHINGTON & Co.,

Z Agents.
5fe-74 394 Shanghai, 16th July, 1872.

Guardian Fire and Life Assurance Company,

No. 11 LOMBARD STREET, LONDON (E.C.)

ESTABLISHED 1821,

And Empowered by Special Acts of Parliament.

SUBSCRIBED CAPITAL—£2,000,000, STERLING.

THE undersigned, having been duly appointed Agents of the above Company, are prepared to accept risks against Fire on the usual terms.

OLYPHANT & Co.

tf 1008 Shanghai, 1st Jan., 1873.

THE CHINESE INSURANCE COMPANY (LIMITED.)

CAPITAL—1,500,000 DOLLARS, IN 1,500 SHARES OF 1,000 DOLLARS EACH.

PAID UP CAPITAL—300,000 DOLLARS.

MARINE POLICIES granted to all parts of the World, at current rates. In addition to the usual brokerage, Sixty-six and two-thirds per cent (66⅔%) of the profits of the Company will be distributed annually (taking effect from 1st January 1872) as a Bonus among all Contributors, proportionately to the amount of premia paid by them.

OLYPHANT & Co.,

Agents.

tf 1009 Shanghai, 1st Jan., 1873.

Transatlantic Marine Insurance Company, (Limited) Berlin.

THE undersigned having been duly appointed Agents for the above Company, are prepared to issue MARINE POLICIES to all parts of the world.

The attention of Shippers is called to the Low Rates of Premium charged for all Steamer Risks, besides which, a brokerage of (20) Twenty per cent. is allowed by this Company on all Premiums.

EDUARD SCHELLHASS & Co.

3707 Shanghai, 27th Nov., 1872.

n 3de 26no-73

STANDARD LIFE ASSURANCE COMPANY.

Established 1825.

THE undersigned beg to notify that the Board of Directors at this place have power to pass proposals for Assurance, on the Lives of Persons residing at any Port of China or Japan.

MILSOM & TOD

Agents & Secretaries to the Local Board.

114 Z Shanghai, 1st Jan., 1871.

n o-a-f (c.a.) 31de-73

J. & E. ATKINSON, WHOLESALE & EXPORT PERFUMERY & FANCY SOAP MANUFACTURERS, 24, Old Bond Street, London.

PRIZE MEDAL,



The only Silver Medal for English Perfumery, Paris 1867.
"Cordova Exhibition, 1872. Silver Medal, Lima, 1872.—Messrs. J. & E. Atkinson's Goods obtained the only Medal for Perfumery."

PRIZE MEDAL,



Established 1799.

LONDON 1862.

PARIS 1867.

ATKINSONS' CELEBRATED EAU DE COLOGNE

Is now manufactured in "Bond" and shipped duty free.

ATKINSONS' ETHEREAL ESSENCE OF LAVENDER

Is also manufactured in "Bond" and shipped duty free.

Atkinsons' White Rose. Atkinsons' Frangipane and other Perfumes

Are manufactured in "Bond" and shipped duty free.

Atkinsons' Brown Windsor Soap. Atkinsons' Bears' Grease.

Atkinsons' Cold Cream. Atkinsons' Sachet Powders.

Atkinsons' Circassian Rose Opiate for the Teeth.

Atkinsons' Violet Powder. Atkinsons' Rose Toilet Powder.

Atkinsons' Perfumed Hair Oils of all odours.

Price List on application.

N.B.—All Perfumes, Lavender Waters, Eau de Cologne, &c., are now manufactured in bond, and greatly increased discount allowed thereon.

CAUTION.—Messrs. J. & E. ATKINSONS' goods are LARGELY COUNTERFEITED, orders should therefore be sent direct or through Commission Houses of repute. Their goods are kept by all respectable dealers throughout the World.

16my-73 35

May 18th, 1872.



SEVENTY YEARS OF SUCCESS

Have proved beyond question that

ROWLANDS' MACASSAR OIL

Is the best and safest Restorer and Beautifier of the Human Hair.

Perfectly free from any poisonous or mineral admixture, its certain good effects are lasting, even to the latest period of life, it prevents hair from falling off or turning grey, strengthens weak hair, cleanses it from scurf and dandriff, making it beautifully soft, pliable and glossy. Great caution is necessary to ask for ROWLANDS' MACASSAR OIL, and avoid all others, this being the only genuine. Price 3s. 6d., 7s., 10s. 6d., equal to four small, and 21s. per bottle.

CAUTION.

Each Bottle has a GLASS STOPPER, instead of the Cork as formerly. All with the CORK are SPURIOUS IMITATIONS. This Notice is deemed necessary, as the Proprietors have received intimation that a large quantity of Counterfeit, of the most pernicious quality, has lately been sent from France and Germany to India and the Colonies under their names.

ROWLANDS' ODONTO,

Or PEARL DENTRIFICE, preserves and beautifies the Teeth, strengthens the Gums, and gives a pleasing fragrance to the Breath. It eradicates Tartar from the Teeth, removes spots of incipient decay, and polishes and preserves the enamel, to which it imparts a PEARL-LIKE WHITENESS.

ROWLANDS' KALYDOR.

An Oriental Botanical Preparation. This Royally-patronised and Ladies' esteemed Specific realises a Healthy Purity of Complexion and a Softness and Delicacy of Skin. Soothing, cooling, and purifying, it eradicates all Cutaneous Eruptions and Discolourations. Price 4s. 6d. and 8s. 6d. per bottle. Sold by all Chemists and Perfumers, and at all Bazaars throughout China and Japan.

ROWLANDS' ESSENCE OF TYRE

never fail to produce immediately a perfect change in Red or Grey Hair, Whiskers, Eyebrows, &c., to a beautiful glossy and permanent Brown or Black, which colour remains so durable that neither washing or perspiration can remove it. Price 4s., 7s. 6d. and 10s. 6d. per bottle. All these articles have been used and justly appreciated by all the Sovereigns and Courts of Europe, the Pope of Rome, and the aristocracy of the world, during the last seventy years, being of inestimable value to those who have once used them. They are sold by all Chemists, Perfumers and Bazaars throughout India, the Colonies and South America.

"Ask for ROWLANDS' ARTICLES."

A. ROWLAND & SONS, 20 Hatton garden, London.

5jy 73 July 6th, 1872.

43

Health for a Shilling, BY THE USE OF HOLLOWAY'S PILLS!

If your Liver be sluggish take Holloway's Pills. Should your Stomach be deranged, these Pills, if taken, will act like a charm. Is your Blood impure? here again is your remedy.

In the hand-to-hand struggle for existence, in the present day, good health is every thing; when it is lacking all enjoyment is excluded, and competency is too often reduced to poverty. Holloway's purifying, digestive, and laxative Pills are admirably adapted for restoring soundness to invalids, whose functions are so feebly or irregularly performed that life itself seems most precarious. The Stomach has its many maladies removed by a judicious use of the Pills,—the torpid Liver is roused by them to active secretion,—the Kidneys are kindly encouraged to greater activity,—the Bowels are gently stimulated, and every other organ subserving digestion is placed at its natural standard and better fitted for its duties.

The old, the young, the rich, the poor, whether soldier or civilian, who may suffer from the consequences arising from over indulgence at the table or otherwise, will find that, if health can possibly be restored, these patent Pills (taken according to the printed direction) will prove their infallibility.

The Friend to all, HOLLOWAY'S OINTMENT.

Has there ever been a malignant sore, an old ulcer, or a wound of any kind to which this unrivalled "Heal all" has been applied in vain; "certainly not", answer grateful thousands. Even those ulcerous sores arising from nameless causes which sap the very existence of the young and strongest, and which a course of Mercury can never cure, always yield to the influence of this renowned Ointment, when perseveringly used in conjunction with the Pills.

For aches or pains, contracted and stiff joints,—for coughs and colds (which latter often settle upon the chest, producing fatal consequences) let the afflicted parts be effectually rubbed with the Ointment, as salt in into meat, and a certain cure will only be a question of time and patience. tf 41

Dysentery, Cholera, Fever, Ague, Coughs, Colds, &c.

Dr. J. Collis Browne's Chlorodyne.

REMEDIAL USES AND ACTION.

THIS INVALUABLE REMEDY produces quiet, refreshing sleep, relieves pain, calms the system, restores the deranged functions, and stimulates healthy action of the secretions of the body, without creating any of those unpleasant results attending the use of opium. Old and young may take it at all hours and times when requisite. Thousands of persons testify to its marvellous good effects and wonderful cures, while Medical men extol its virtues most extensively, using it in great quantities in the following diseases:—

Diseases in which it is found eminently useful—Cholera, Dysentery, Diarrhoea, Colics, Coughs, Asthma, Rheumatism, Neuralgia, Whooping Cough, Cramp, Hysteria, &c.

EXTRACTS FROM MEDICAL OPINIONS.

The Right Hon. Earl Russell communicated to the College of Physicians and J. T. Davenport that he had received information to the effect that the only remedy of any service in Cholera was Chlorodyne.—See *Lancet*, Dec. 31, 1864.

From A. Montgomery, Esq., late Inspector of Hospitals, Bombay.—"Chlorodyne is a most valuable remedy in Neuralgia, Asthma, and Dysentery. To it I fairly owe my restoration to health, after 18 months' severe suffering, and when other remedies had failed."

Dr. Lowe, Medical Missionary in India, reports (Dec. 1865) that in nearly every case of Cholera in which Dr. J. Collis Browne's Chlorodyne was administered, the patient recovered.

Sole Manufacturer, J. T. DAVENPORT,
33, GREAT RUSSELL STREET, BLOOMSBURY,
LONDON.

Sold in bottles at 1s. 1½d., 2s. 9d., and 4s. 6d.
Agents for Shanghai—Messrs. WATSON, CLARKE & Co.

Hongkong—Messrs. WATSON & Co.
19se 17

SHANGHAI SHIPPING INTELLIGENCE.

ARRIVALS

(SINCE REPORT PER LAST ISSUE.)

DATE.	SHIP'S NAME.	FLAG & RIG.	TONS	CAPTAIN.	FROM	SAILED.	CARGO.	CONSIGNEES.
April 18	Chusan	Am str	847	Morse	Ningpo	April 17	General	Russell and Co
... 18	Agamemnon	Br str	1550	Thompson	Liverpool	Feb 20	do	Butterfield and Swire
... 18	Charley	Br bq	359	Sclavo	Hakodadi	April 1	Sea Weed	Russell and Co
... 18	Shanse	Am str	561	Steele	Chefoo & Tientsin	... 13	General	Russell and Co
... 18	Nanzing	Br str	418	Tulloh	Chefoo & Tientsin	... 13	do	Jardine, Matheson and Co
... 18	Chung Hay	Chi str						
... 19	Norham Castle	Br sh	698	Marshall	Newcastle, N.S.W.	Mar 4	Coals	Frazar and Co
... 19	Hirado	Am str	1084	Gray	Hankow and Ports	April 16	General	Russell and Co
... 19	Tunsin	Br str	610	Martin	Hankow and Ports	... 16	do	Butterfield and Swire
... 19	Tung Ting	Am str	241	Spedding	Hankow	... 16	do	Morris, Lewis and Co
... 19	Avoca	Br str	1006	Andrews	Hongkong	... 15	Mails, etc.	P. & O. Co
... 19	Szechuen	Am str	554	Patterson	Chefoo & Tientsin	... 16	General	Russell and Co
... 19	Hay Tung Teng	Chi str						
... 20	Golden Age	Am str	1158	Coy	Nagasaki, Hiogo, &c.	... 19	do	Geo. F. Bowman
... 20	Chusan	Am str	847	Morse	Ningpo	... 19	do	Russell and Co
... 20	Huntly Castle	Br sh	628	Macaulay	Sydney	Feb 28	Coals	Frazar and Co
... 20	Hupoh	Am str	1079	Johnson	Hankow and Ports	April 1	General	Russell and Co
... 20	Sin Nanzing	Br str	722	Drage	Chefoo & Tientsin	... 1	do	Jardine, Matheson and Co
... 20	Admiral	Am sch	261	Smith	Bangkok	Feb 10	Timber	Morris, Lewis and Co
... 20	Columba	Br bq	344	Youngson	Chefoo	April 1	General	Mackenzie and Co
... 21	Cadiz	Am str	386	Lowell	Swatow	... 17	do	Olyphant and Co
... 21	Giffard	Br sh	316	Munday	Champion Bay	Feb 20	Sandalwood	Russell and Co
... 21	Hilda	Br bq	306	Davy	Keelung	April 13	Coals	Nils Moller
... 21	Drummond	Br str	1289	McKitchie	London	Mar 2	General	Adamson, Bell and Co
... 22	Juno	Am bq	300	Percy	Keelung	April 13	Coals	Morris, Lewis and Co
... 22	Vesta	Am bq	300	Percy	Keelung	... 13	do	Morris, Lewis and Co
... 22	Russia	Rus str	1543	Kay	London	Jan 31	General	Olyphant and Co
... 22	Fusiyama	Am str	1113	Harmon	Hankow & Ports	April 20	do	Russell and Co
... 22	Glengyle	Br str	1265	McQueen	Hankow & Ports	... 20	do	Butterfield and Swire
... 22	Yangtze	Am str	782	Comer	H'kong & Canton	... 16	do	Siemssen and Co
... 22	Kiusbu	Am str	685	Deville	Swatow, etc.	... 17	do	Olyphant and Co
... 22	Dragon	Br str	472	Paynter	Foochow	... 20	do	Jardine, Matheson and Co
... 22	Luzon	Am str	509	Williams	Hongkong, &c	... 13	do	Jardine, Matheson and Co
... 23	Chusan	Am str	847	Morse	Ningpo	... 22	do	Russell and Co
... 23	Thistle	H.M.G.-J.		Leet				
... 23	E. M. Young	Br bq	345	Mecher	Sydney	Feb. 26	Coals	Augustine Heard and Co
... 23	Lizzie and Rosa	Br bq	380	Hagan	Sydney	... 22	do	Augustine Heard and Co
... 24	Shaftesbury	Am str	524	Blethen	Swatow	April 1	General	Morris, Lewis and Co
... 24	Precursor	Br str	532	Roper	London	Jan 16	do	Geo. Barnet and Co
... 24	Honan	Am str	339	Heath	Hankow and Ports	April 22	do	Russell and Co

DEPARTURES

(FROM THE ANCHORAGE AND WOOSUNG.)

DATE.	SHIP'S NAME.	FLAG & RIG.	TONS	CAPTAIN.	DESTINATION.	CARGO.	DISPATCHED BY
April 18	Chinkiang	Br str	798	Hogg	H'kong & Canton	General	Siemssen and Co
... 18	Chusan	Am str	847	Morse	Ningpo	do	Russell and Co
... 18	Fyehow	Am str	879	Paul	Hankow & Ports	do	Russell and Co
... 18	H. C. Orsted	Dan str	337	Gottlieb	Cruise	Ballast	G. N. T. Co
... 19	Lady Louisa	Br bq	542	Scott	Hiogo	General	Morris, Lewis and Co
... 20	Hanchow	Am str	955	Lloyd	Hankow and Ports	do	Russell and Co
... 20	Delta	Br str	1019	Edmond	Hongkong	Silk and General	P. and O. Co
... 20	Chibli	Am str	763	Hawes	Chefoo & Tientsin	General	Russell and Co
... 20	Electra	Br bq	380	McNutt	Swatow, etc.	do	J. S. Baron
... 21	Chusan	Am str	847	Morse	Ningpo	do	Russell and Co
... 22	Tunsin	Br str	610	Martin	Hankow and Ports	do	Butterfield and Swire
... 22	Ping On	Am str	364	Ellis	Amoy & Swatow	do	Olyphant and Co
... 22	Sir Launcelot	Br sh	886	Edmonds	Foochow	do	Jardine, Matheson & Co
... 23	Sin Nanzing	Br str	722	Drage	Chefoo & Tientsin	do	Jardine, Matheson and Co
... 23	Hirado	Am str	1084	Gray	Hankow & Ports	do	Russell and Co
... 23	Shanse	Am str	561	Steele	Chefoo & Tientsin	do	Russell and Co
... 23	Chusan	Am str	847	Morse	Ningpo	do	Russell and Co
... 24	Cadmus	H. M. S.	1466	W. H. Whyte	Nagasaki	do	
... 24	Cadiz	Am str	386	Lowell	Swatow	General	Olyphant and Co
... 24	Yung Ching	Chi str	661	Gibbon	Tientsin	do	C. M. S. N. Co
... 24	Tung Ting	Am str	241	Spedding	Hankow & Ports	do	Butterfield and Swire

MEN-OF-WAR IN HARBOUR.

No. & S.E.O.	NAME.	TON- NAGE.	COMMANDER.	FLAG & RIG.	GUNS.	H. P.	MEN.	DATE OF ARRIVAL.	WHERE FROM
2 s	Couleuvre	500	Pougin de Maisonneuve	Fr. g.-b.	8	100	30	Sep. 15	Chefoo
P.O.W.	Dove (paid off)	120		H.M.G.-b.				Jan. 23	Ningpo
B.N.Y.	Leven			H.M.G.-b.				Apr. 13	
B.N.Y.	Thistle		Leet	H.M.G.-b.				Apr. 23	

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